

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

JIM JOLLY
PRESIDENT

LAURA M. TOY
VICE PRESIDENT

SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON McCULLOUGH
KATHLEEN E. McINTYRE
SCOTT MORGAN



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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, MARCH 14, 2022
7:00 P.M.**

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

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

**1940th Regular Meeting of the Council of the City of Livonia
Monday, March 14, 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 1939th Regular Meeting of February 28, 2022

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

1. [REAPPOINTMENT OF JAMES MCCANN TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor; re: for a three-year term, which will expire on March 1, 2025.](#)
2. [REQUEST FOR ISSUANCE OF A PERMIT FOR WADE SHOWS TO HOLD CARNIVAL AMUSEMENT RIDES AT FORD FIELD AND VETERANS' PARK JUNE 21-26, 2022, DURING REFERENCED HOURS; A PERMIT FOR A FIREWORKS DISPLAY BY AMERICAN FIREWORKS, INC. TO BE HELD AT 10:15 P.M. ON SUNDAY, JUNE 26, 2022, AT VETERANS' PARK; AND AUTHORIZATION TO USE AND LEASE THE FACILITIES AT FORD FIELD, EDDIE EDGAR ARENA AND STYMELSKI VETERANS' PARK DURING SPREE '72: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.](#)
3. [REQUEST TO CLOSE STARK ROAD \(14255 STARK ROAD\) TO LYNDON AND LYNDON FROM FARMINGTON ROAD TO STARK ROAD TO TRAFFIC FROM 8:00 A.M., MONDAY, JUNE 20, 2022 THROUGH 12:00 NOON ON MONDAY, JUNE 27, 2022; AND TO REQUEST THAT THE CITY SEEK PERMISSION FROM THE WAYNE COUNTY ROAD COMMISSION TO ALLOW THE CLOSURE OF FARMINGTON ROAD BETWEEN THE I-96 OVERPASS AND FIVE MILE ROAD FROM 6:30 P.M. THROUGH 11:30 P.M. ON SUNDAY, JUNE 26, 2022, IN CONNECTION WITH SPREE '72: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.](#)
4. [REQUEST TO DISPLAY BANNERS ON FARMINGTON ROAD AND FIVE MILE ROAD AND 4' X 8' SIGNS AT CITY HALL AND FORD FIELD FROM MAY 25, 2022, THROUGH JUNE 27, 2022: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.](#)

Agenda for the Regular Meeting of March 14, 2022

5. REQUEST FOR APPROVAL OF THE PLAN DOCUMENTS FOR THE 401(A) DEFINED CONTRIBUTION PLAN AND THE 457(B) DEFERRED COMPENSATION PLAN; Civil Service Department; re: same.
6. AWARD OF BID: Department of Parks and Recreation, re: for the replacement of the pool heater at Botsford Pool, from budgeted funds.
7. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND ACCEPT PROPOSAL: Department of Parks and Recreation, re: for the replacement of the bungalow roof at Greenmead Historical Park, from budgeted funds.
8. AWARD OF BID: Department of Parks and Recreation, re: for various types of clothing for a two (2) year period, from budgeted funds.
9. REQUEST TO APPROVE ALLIANCE OF ROUGE COMMUNITIES (ARC) ANNUAL ASSESSMENT FOR 2022: Public Service Division, re: in the amount of \$37,022.00, from budgeted funds.
10. REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Works Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2022 through February 28, 2023, includes Cityworks Online, from budgeted funds.
11. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F350 STAKE TRUCK (VEH #157) THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Roads Department, from budgeted funds.
12. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F350 STAKE TRUCK (VEH #158) THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Roads Department, from budgeted funds.
13. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC. (HRC) FOR ENGINEERING SERVICES FOR THE WATER REPLACEMENT FEASIBILITY STUDY - MERRIMAN ROAD WATER MAIN REPLACEMENT PROJECT (PLYMOUTH ROAD TO THE CSX RAILROAD RIGHT-OF-WAY): Engineering Division, re: same. (CR 336-21).
14. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE 2022 CONCRETE ROAD REPAIR PROGRAM BY EXTENDING CONTRACT 20-C UNIT PRICES WITH HARD ROCK CONCRETE: Engineering Division, re: for Contract 22-C in the amount of \$4,997,997.21 for one year. (CR 103-20)

Agenda for the Regular Meeting of March 14, 2022

15. [REQUEST TO AMEND THE CONTRACT WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 CONCRETE ROAD PROGRAM \(CONTRACT 22-C\): Engineering Division, re: for same. \(CR 336-21\)](#)
16. [REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE 2022 CONCRETE ROAD MAINTENANCE/SELECTIVE SLAB PROGRAM BY EXTENDING CONTRACT 21-J UNIT PRICES WITH GREAT LAKES CONTRACTING SOLUTIONS, LLC: Engineering Division, re: for Contract 22-J in the amount of \\$837,903.62 for one year. \(CR 106-21\)](#)
17. [REQUEST TO AMEND THE CONTRACT WITH ANDERSON, ECKSTEIN AND WESTRIK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 CONCRETE ROAD MAINTENANCE/SELECTIVE SLAB PROGRAM \(CONTRACT 22-J\): Engineering Division, re: for same. \(CR 336-21\)](#)
18. [REQUEST TO APPROVE THE 2022-2027 CAPITAL IMPROVEMENTS PROGRAM: Planning Commission, re: submitted pursuant to State law, to be used as a guide to funding priority capital projects.](#)

UNFINISHED BUSINESS

19. [PROPOSED AMENDMENT TO LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED: Department of Law, re: Petition 2021-11-01-08 submitted by Schoolcraft College, to rezone the property at 17950 College Parkway \(Formerly Unit 15 of College Park Condominium\), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.](#)
[Public Hearing held on February 23, 2022.](#)
20. [PROPOSED AMENDMENT TO LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED: Department of Law, re: Petition 2021-11-01-09 submitted by Schoolcraft College, to rezone the property at 17420 College Parkway \(Unit 11 of College Park Condominium\), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands.](#)
[Public Hearing held on February 23, 2022.](#)
21. [PROPOSED AMENDMENT TO LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED: Department of Law. re: Petition 2021-11-01-10 submitted by Schoolcraft College, to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.](#)
[Public Hearing held on February 23, 2022.](#)

Agenda for the Regular Meeting of March 14, 2022

22. [ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Department of Law, re: to amend Section 020, Title 10, Chapter 48 \(Right of Way and Private Parking\), to conform with the recent amendments to the traffic ordinances.](#)
[First Reading given by Councilmember Kathleen McIntyre on Monday, February 28, 2022.](#)
23. [AWARD OF CONTRACT: Offices of the Mayor and Government Affairs, re: lobbying services to secure Wayne County ARPA dollars for Project Catalyst: Launching Livonia Vision 21, from budgeted funds.](#)
24. [REZONING PETITION: Planning Commission, re: Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., to rezone the east fifty-eight feet \(58'\) of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36, from RUF \(Rural Urban Farm\) to C-1 \(Local Business\).](#)
[Public Hearing held on February 23, 2022.](#)

NEW BUSINESS

25. [REQUEST APPROVAL TO ACCEPT A GRANT FROM THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION \(MEDC\): Office of Government Affairs and the Engineering Division, re: Bell Creek streambank stabilization, a Greenmead regional detention pond, and Denmark Drain channel improvements.](#)

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.



LETTER TO THE LIVONIA CITY COUNCIL

1.

Mayor's Office
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Janice Centers, Executive Assistant to the Mayor - Program Supervisor,

AGENDA ITEM

REAPPOINTMENT OF JAMES MCCANN TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor; re: for a three-year term, which will expire on March 1, 2025.

BACKGROUND

Honorable Members of City Council, City of Livonia
RE: Reappointment of James McCann to the Board of Ethics

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the reappointment of Mr. James McCann, 17329 Ellen, Livonia, MI, 48152, as a member of the Board of Ethics for a term that will expire on March 1, 2025.

Your approval on this reappointment is respectfully requested.

Sincerely,
Maureen Miller Brosnan, Mayor

RECOMMENDATION

Reappoint James McCann to the Livonia Board of Ethics for a three-year term.

FISCAL CONSIDERATION

ATTACHMENTS

1. S022822 Reappt of James McCann MINUTES

APPROVED BY

Maureen Miller Brosnan, Mayor

Date: February 14, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

1.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

1. REAPPOINTMENT OF JAMES MCCANN TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor; re: for a three-year term, which will expire on March 1, 2025.

Vice President Toy mentioned that James McCann was not able to be present.

Scott Bahr stated that he has a long history with the City and offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR ISSUANCE OF A PERMIT FOR WADE SHOWS TO HOLD CARNIVAL AMUSEMENT RIDES AT FORD FIELD AND VETERANS' PARK JUNE 21-26, 2022, DURING REFERENCED HOURS; A PERMIT FOR A FIREWORKS DISPLAY BY AMERICAN FIREWORKS, INC. TO BE HELD AT 10:15 P.M. ON SUNDAY, JUNE 26, 2022, AT VETERANS' PARK; AND AUTHORIZATION TO USE AND LEASE THE FACILITIES AT FORD FIELD, EDDIE EDGAR ARENA AND STYMELSKI VETERANS' PARK DURING SPREE '72: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.

BACKGROUND

RECOMMENDATION

To approve the request as stated.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. S022822 2022 Livonia Spree Backup Information
2. S022822 2022 Livonia Spree Formal Request - Fireworks
3. S022822 Spree Fireworks MINUTES

APPROVED BY

The Livonia Spree "69" Rotary 5K Course Map, received by the Office of the City Clerk on April 4, 2019, was received and placed on file for the information of the Council.

APR 08 2019

SPREE

(Dan Spurling, President, Livonia Anniversary Committee, Inc) Approval to issue permits to Wade Shows to conduct carnival amusement rides at Ford Field and Veteran's Park for SPREE 69 from June 25-30, 2019, authorizes the use and /or lease of facilities at Ford Field, Eddie Edgar Arena and Veterans Park and waive specific fees.

#106-19 RESOLVED, that having considered the letter from Dan Spurling, President, Livonia Anniversary Committee, Inc., dated November 26, 2018, requesting approval of the following items:

1. The issuance of a permit to Wade Shows to conduct carnival amusement rides at Ford Field and John Stymelski Veterans' Park, as part of the SPREE-69 Celebration, on June 25, 26, and 27, 2019, from 2:00 p.m. to midnight and on June 28, 29, and 30, 2019, from 12:00 noon to midnight, subject to the City of Livonia, Livonia Public Schools, the Livonia Civic Arenas, Inc. and the Livonia Anniversary Committee, Inc. being identified as additional insureds on Wade Shows' general liability insurance policy;
2. Authorization of the Anniversary Committee to conduct a fireworks display at John Stymelski Veterans' Park to be held on Sunday, June 30, 2019, at approximately 10:15 p.m., which display will be controlled by American Fireworks, Inc., subject to providing liability insurance for this event and subject to the City of Livonia, Livonia Public Schools, the Livonia Civic Arenas, Inc. and the Livonia Anniversary Committee, Inc., being designated as additional insureds on its policy;
3. Authorization of the Livonia Anniversary Committee to use and/or lease the facilities at Ford Field, Eddie Edgar Arena (subject to the terms of the existing lease between the Livonia Civic Arenas, Inc. and the City of Livonia) and John Stymelski Veterans' Park during the period of the SPREE-69 Celebration in accordance with the fees/waivers grid for events co-sponsored by the City of Livonia; and
4. A waiver of all fees prescribed by ordinance or law with respect to Items 2 and 3 above, as well as a waiver of all vendors' license fees for community organizations and/or groups authorized to participate in SPREE-69 by the Anniversary Committee.

The Council does hereby concur in and approve the foregoing requests subject to the condition that no alcoholic beverage containing more than 21% of alcohol by volume may be used, kept or stored on or in any portion of Ford Field, Eddie Edgar Arena, or John Stymelski Veterans' Park or any street or parking area adjacent thereto; and the City Clerk and all other

Regular Meeting Minutes of April 8, 2019

appropriate City officials and agencies are hereby requested to do all things necessary or incidental to the full performance of this resolution.

CONSENT AGENDA ITEMS *(Regular Meeting of April 8, 2019)*

Motion by: *Bahr*
Seconded by: *Kritzman*

ROLL CALL:

Ayes: *McIntyre, Meakin, Kritzman, Bahr and Toy*

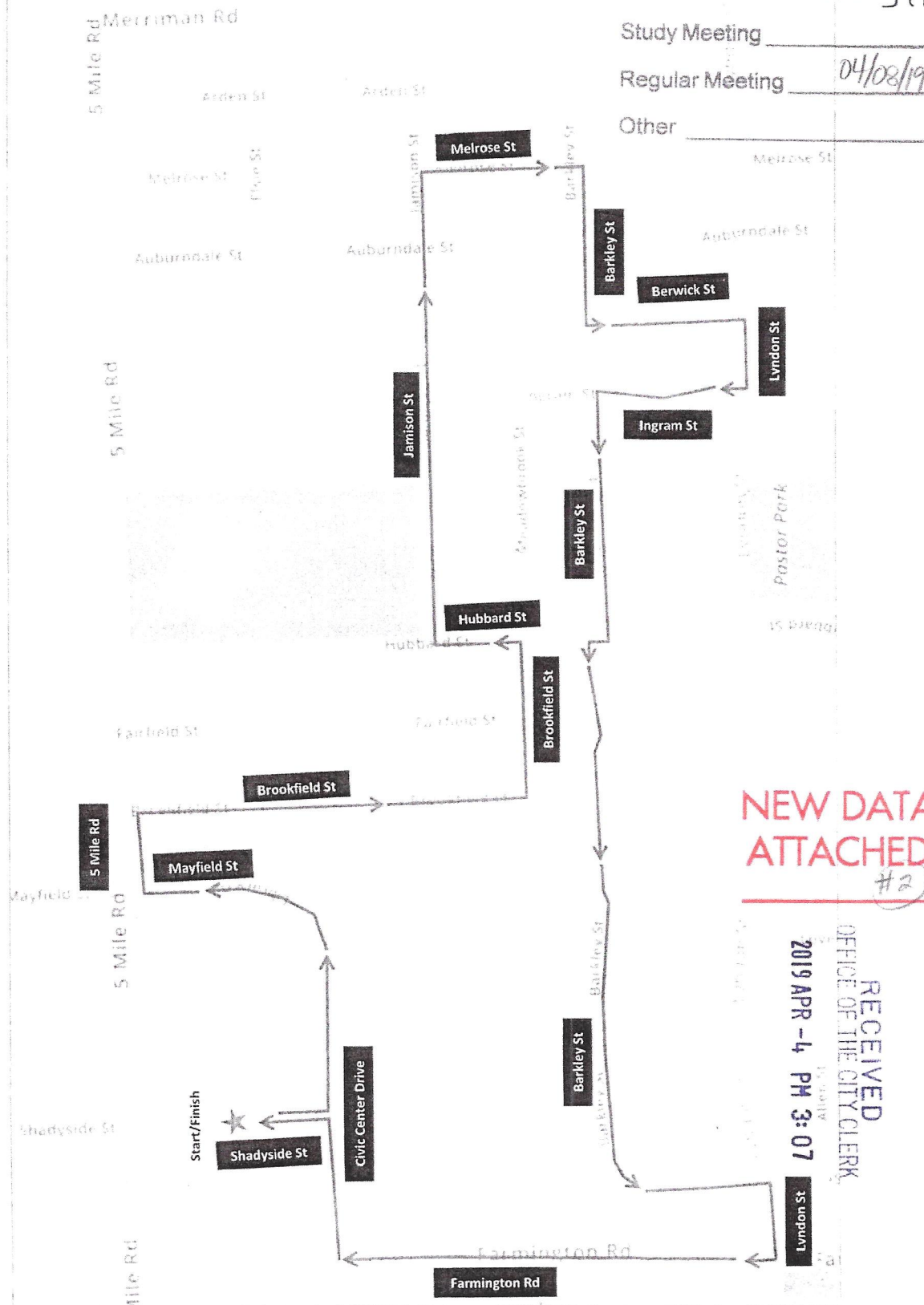
Nays: *None*

Absent: *Jolly, White*

2
APR 08 2019

NEW DATA FOR
REGULAR MEETING OF
04/08/2019 - ITEM 2

XC: Law
Mayor
Council } 4/4/19
(1m)



NEW DATA
ATTACHED
(#2)

RECEIVED
OFFICE OF THE CITY CLERK
15 APR 2019
2019 APR -4 PM 3:07

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MARCH 25, 2019**

Meeting was called to order at 8:00 p.m. by President Laura Toy. Present: Brandon Kritzman, Scott Bahr, Cathy White, Kathleen McIntyre, Brian Meakin, Jim Jolly and Laura Toy. Absent: None.

Elected and appointed officials present: Mark Taormina, Director of Planning and Economic Development; Todd Zilincik, City Engineer; Paul Bernier, City Attorney; Susan M. Nash, City Clerk; Casey O'Neil, Director of Information Systems; Dave Heavener, Chief of Fire; Don Rohraff, Director of Public Works; and Dave Varga, Director of Administrative Services.

3. REQUEST FOR ISSUANCE OF A PERMIT FOR WADE SHOWS TO HOLD CARNIVAL AMUSEMENT RIDES AT FORD FIELD AND VETERANS' PARK JUNE 25-30, 2019, DURING REFERENCED HOURS; A PERMIT FOR A FIREWORKS DISPLAY BY AMERICAN FIREWORKS, INC. TO BE HELD AT 10:15 P.M. ON JUNE 30, 2019 AT VETERANS' PARK; AND AUTHORIZATION TO USE AND LEASE THE FACILITIES AT FORD FIELD, EDDIE EDGAR ARENA AND STYMELSKI VETERANS' PARK DURING SPREE '69: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.

Bill Fried, Livonia Anniversary Committee, presented this request to Council. He stated he is present for the next three items.

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

DIRECTION:	APPROVING	CONSENT
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Livonia Anniversary Committee, Inc.

Sponsor of Livonia Spree

PO Box 51430 Livonia, Michigan 48151

"Michigan's Finest City to Live, Learn, Work and Play"

www.LivoniaSpree.com

The Honorable Council
City of Livonia
Livonia, MI 48154

November 26, 2018

Re: Spree-69 (June 25, 2019 through June 30, 2019)
Permits for Carnival, Fireworks, Eddie Edgar Arena
Waiver of Fees and Use of Park Sites

Study Meeting 03/25/19 ✓

Regular Meeting _____

Honorable Members of Council:

Other _____

The Livonia Anniversary Committee, Inc. respectfully requests Council to authorize the issuance of a permit for Wade Shows to hold carnival amusement rides at Ford Field and Veterans' Park, as part of this year's Spree-69 celebration, June 25-30, 2019. The hours of operation will be as follows:

June 25, 26, 27 (Tues., Wed. & Thurs.) from 2:00 P.M. to Midnight
June 28, 29, 30 (Fri., Sat. & Sun.) from 12:00 Noon to Midnight

Further, the Committee requests Council to authorize a permit for a fireworks display to be held at approximately 10:15 P.M. on Sunday, June 30, 2019 at Stymelski Veterans Park. American Fireworks, Inc. will control the fireworks display and they are providing liability insurance for this event.

The Committee further requests authorization to use and lease the facilities at Ford Field, Eddie Edgar Arena and Stymelski Veterans Park during the Spree-69 celebration.

The City of Livonia, Livonia Public Schools and the Livonia Anniversary Committee, Inc. are being named as additional insured on all insurance policies being carried by Wade Shows. Additionally, Livonia Hockey Association, the City of Livonia and Livonia Anniversary Committee, Inc. are being named as additional insured on all activities at Eddie Edgar Arena. Under all emergency situations, all contractors on site shall adhere to all police directives.

For reference, we have attached a copy of last year's resolution #200-18 for Spree-68. Thank you for your kind consideration of this request.

Respectfully submitted,
LIVONIA ANNIVERSARY COMMITTEE, INC.

Dan Spurling, President

DS/rwn
Enclosure

cc: Mayor Office, City Clerk (1), Council (1), Council Secretary (1), City Attorney, Parks and Recreation Dept., Finance Dept., Planning Dept., Public Service Div., Police Department, Fire Department, Rich Skaggs, William Fried, Richard W. Nogas.

2019 MAR 12 PM 4:25
RECEIVED
OFFICE OF THE CITY CLERK

On a motion by White, supported by Jolly, and unanimously adopted, it was:



#200-18 RESOLVED, that having considered the letter from Dan Spurling, President, Livonia Anniversary Committee, Inc., dated November 18, 2017, requesting approval of the following items:

1. The issuance of a permit to Wade Shows to conduct carnival amusement rides at Ford Field and John Stymelski Veterans' Park, as part of the SPREE-68 Celebration, on June 19, 20, and 21, 2018, from 2:00 p.m. to midnight and on June 22, 23, and 24, 2018, from 12:00 noon to midnight, subject to the City of Livonia, Livonia Public Schools, the Livonia Civic Arenas, Inc. and the Livonia Anniversary Committee, Inc. being identified as additional insureds on Wade Shows' general liability insurance policy;
2. Authorization of the Anniversary Committee to conduct a fireworks display at John Stymelski Veterans' Park to be held on Sunday, June 24, 2018, at approximately 10:15 p.m., which display will be controlled by American Fireworks, Inc., subject to providing liability insurance for this event and subject to the City of Livonia, Livonia Public Schools, the Livonia Civic Arenas, Inc. and the Livonia Anniversary Committee, Inc., being designated as additional insureds on its policy;
3. Authorization of the Livonia Anniversary Committee to use and/or lease the facilities at Ford Field, Eddie Edgar Arena (subject to the terms of the existing lease between the Livonia Civic Arenas, Inc. and the City of Livonia) and John Stymelski Veterans' Park during the period of the SPREE-68 Celebration in accordance with the fees/waivers grid for events co-sponsored by the City of Livonia; and
4. A waiver of all fees prescribed by ordinance or law with respect to Items 2 and 3 above, as well as a waiver of all vendors' license fees for community organizations and/or groups authorized to participate in SPREE-68 by the Anniversary Committee.

The Council does hereby concur in and approve the foregoing requests subject to the condition that no alcoholic beverage containing more than 21% of alcohol by volume may be used, kept or stored on or in any portion of Ford Field, Eddie Edgar Arena, or John Stymelski Veterans' Park or any street or parking area adjacent thereto; and the City Clerk and all other

appropriate City officials and agencies are hereby requested to do all things necessary or incidental to the full performance of this resolution.

On a motion by Jolly, supported by White, and unanimously adopted, it was:

#201-18 RESOLVED, that having considered the letter from Dan Spurling, President, Livonia Anniversary Committee, Inc., dated November 18, 2017, wherein it is requested that the following City streets be closed to through traffic from 8:00 a.m. on June 18, 2018, through 12:00 noon on June 25, 2018 (Monday to Monday):

Stark Road from the Family Y, 14255 Stark, to Lyndon
Lyndon from Farmington Road to Stark Road

THE COUNCIL DOES HEREBY CONCUR IN AND GRANT THIS REQUEST IN THE MANNER AND FORM HEREIN SUBMITTED; FURTHER, the Council does hereby request that Farmington Road be closed from the I-96 overpass to Five Mile Road on Sunday, June 24, 2018, between the hours of 6:30 p.m. and 11:30 p.m. or until the road is returned to normal traffic operation in connection with the annual SPREE fireworks display, and does hereby authorize the City of Livonia to assume liability for any damage claims which may arise as a result of the road closure, and that Sgt. Brian Leigh is hereby designated and authorized to sign the road closure permit on behalf of the City of Livonia, the action taken herein being made subject to the approval of the Police Department, Fire Department and Wayne County; and to the extent possible, SPREE is requested, in conjunction with the Police Department, to do all things necessary to alleviate traffic problems for the residents of Stoneleigh Village Subdivision during the 2018 Anniversary Celebration, including signs on the barricades indicating "local business and residents only."

On a motion by Jolly, supported by White, and unanimously adopted, it was:

#202-18 RESOLVED, that having considered the letter from Dan Spurling, President, Livonia Anniversary Committee, Inc., dated November 18, 2017, the Council does hereby approve of the request from the Livonia Anniversary Committee, Inc., for permission to display banners advertising SPREE-68 on Farmington Road and Five Mile Road from May 22, 2018 through June 27, 2018, and to display 4' x 8' signs at City Hall and Ford Field from MAY 22, 2018 through June 27, 2018, at no additional cost to SPREE; Further, the Council does hereby permit the Livonia Anniversary Committee, Inc. to acknowledge supporters with banners and signage not to exceed 3' x 5' in size on Ford Field and the

ball diamonds from May 22, 2018 to June 27, 2018; and the City Clerk and all other appropriate City officials and agencies are hereby requested to do all things necessary or incidental to the full performance of this resolution.

There was no Audience Communication at the end of the meeting.

On a motion by McIntyre, supported by Kritzman and unanimously adopted, this 1,849th Regular Meeting of the Council of the City of Livonia was adjourned at 7:40 p.m. on May 21, 2018.

Susan M. Nash, City Clerk

Livonia Anniversary Committee, Inc.

Sponsor of Livonia Spree

PO Box 51430 Livonia, Michigan 48151

"Michigan's Finest City to Live, Learn, Work and Play"

www.LivoniaSpree.com

The Honorable Council
City of Livonia
Livonia, MI 48154

January 25, 2022

Re: Spree 72 (June 21, 2022, through June 26, 2022)
Permits for Carnival, Fireworks, Eddie Edgar Arena
Waiver of Fees and Use of Park Sites

Honorable Members of Council:

The Livonia Anniversary Committee, Inc. respectfully requests Council to authorize the issuance of a permit for Wade Shows to hold carnival amusement rides at Ford Field and Veterans' Park, as part of this year's Spree 72 celebration, June 21-26, 2022. The hours of operation will be as follows:

June 21 (Tues) from 4:00 P.M. to Midnight
June 22, 23 (Tues., Wed. & Thurs.) from 2:00 P.M. to Midnight
June 24, 25, 26 (Fri., Sat. & Sun.) from 12:00 Noon to Midnight

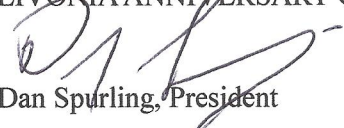
Further, the Committee requests Council to authorize a permit for fireworks display to be held at approximately 10:15 P.M. on Sunday, ~~June 25, 2022~~ ^{June 26, 2022}, at Stymelski Veterans Park. American Fireworks, Inc. will control the fireworks display and they are providing liability insurance for this event.

The Committee further requests authorization to use and lease the facilities at Ford Field, Eddie Edgar Arena and Stymelski Veterans Park during the Spree 72 celebration.

The City of Livonia, Livonia Public Schools and the Livonia Anniversary Committee, Inc. are being named as additional insured on all insurance policies being carried by Wade Shows. Additionally, Livonia Hockey Association, the City of Livonia and Livonia Anniversary Committee, Inc. are being named as additional insured on all activities at Eddie Edgar Arena. Under emergency situations, all contractors on site shall adhere to all police directives.

For reference, we have attached a copy of last Spree resolution for Spree 69. Thank you for your kind consideration of this request.

Respectfully submitted,
LIVONIA ANNIVERSARY COMMITTEE, INC.


Dan Spurling, President

DS/SC

Enclosure

cc: Mayor's Office, City Clerk, Council Secretary, City Attorney, Parks and Recreation Dept., Finance Dept., Planning Dept., Public Service Div., Police Department, Fire Department, Rich Skaggs, Brian Duggan, Sam Caramagno.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

2.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

2. REQUEST FOR ISSUANCE OF A PERMIT FOR WADE SHOWS TO HOLD CARNIVAL AMUSEMENT RIDES AT FORD FIELD AND VETERANS' PARK JUNE 21-26, 2022, DURING REFERENCED HOURS; A PERMIT FOR A FIREWORKS DISPLAY BY AMERICAN FIREWORKS, INC. TO BE HELD AT 10:15 P.M. ON SUNDAY, JUNE 26, 2022, AT VETERANS' PARK; AND AUTHORIZATION TO USE AND LEASE THE FACILITIES AT FORD FIELD, EDDIE EDGAR ARENA AND STYMELSKI VETERANS' PARK DURING SPREE '72: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.

Dan Spurling, President of the Livonia Anniversary Committee, presented the request to Council. Rob Donovic asked if they are expecting less rides this year or similar to what was provided in previous years. Mr. Spurling stated that they will be minimizing some of the rides and events and aren't sure what to expect for the crowds this year.

Brandon McCullough mentioned that upon the announcement of the event, it was the hottest thing on social media and thinks it will be a strong showing, offering to help in any way. Brandon offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Council Office
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO CLOSE STARK ROAD (14255 STARK ROAD) TO LYNDON AND LYNDON FROM FARMINGTON ROAD TO STARK ROAD TO TRAFFIC FROM 8:00 A.M., MONDAY, JUNE 20, 2022 THROUGH 12:00 NOON ON MONDAY, JUNE 27, 2022; AND TO REQUEST THAT THE CITY SEEK PERMISSION FROM THE WAYNE COUNTY ROAD COMMISSION TO ALLOW THE CLOSURE OF FARMINGTON ROAD BETWEEN THE I-96 OVERPASS AND FIVE MILE ROAD FROM 6:30 P.M. THROUGH 11:30 P.M. ON SUNDAY, JUNE 26, 2022, IN CONNECTION WITH SPREE '72: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.

BACKGROUND

RECOMMENDATION

To approve request as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. S022822 2022 Livonia Spree Formal Request - Road closure
2. S022822 Spree road closure MINUTES

APPROVED BY

Livonia Anniversary Committee, Inc.

Sponsor of Livonia Spree

PO Box 51430 Livonia, Michigan 48151

"Michigan's Finest City to Live, Learn, Work and Play"

www.LivoniaSpree.com

The Honorable Council
City of Livonia
Livonia, MI 48154

January 25, 2022

Re: Street Closing, Livonia Anniversary Committee, Inc. Spree 72 Celebration

Honorable Members of Council:

The Livonia Anniversary Committee, Inc., the organization named by your esteemed body to conduct Livonia's Annual Birthday Celebration, respectfully requests your assistance in presenting the 2022 Anniversary Celebration. Please adopt a resolution closing the following city streets to traffic from 8:00 A.M. Monday, June 20, 2022 through 12:00 noon on Monday, June 27, 2022:

Stark Road from (The Livonia Athletic division) 14255 Stark, to Lyndon.
Lyndon from Farmington Road to Stark Road.

Silver Village and Stark Road residents will be issued special permits to allow access to their homes during the week of the celebration.

To assist the Police Department in controlling traffic during the fireworks display on Sunday, June 26, 2022, please further approve the closing of Farmington Road between the I -96 overpass and Five Mile Road from 6:30 P.M. through 11:30 P.M. A copy of 2019 resolution is attached for reference.

Your attention to this matter is appreciated.

Respectfully submitted,
LIVONIA ANNIVERSARY COMMITTEE, INC.



Dan Spurling, President

DS/SC

Enclosure

cc: Mayor's Office, City Clerk, Council Secretary, City Attorney, Parks and Recreation Dept., Finance Dept., Planning Dept., Public Service Div., Police Department, Fire Department, Rich Skaggs, Brian Duggan, Sam Caramagno.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

3.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

3. REQUEST TO CLOSE STARK ROAD (14255 STARK ROAD) TO LYNDON AND LYNDON FROM FARMINGTON ROAD TO STARK ROAD TO TRAFFIC FROM 8:00 A.M., JUNE 20, 2022 THROUGH 12:00 NOON ON JUNE 27, 2022 (MONDAY THROUGH MONDAY); AND TO REQUEST THAT THE CITY SEEK PERMISSION FROM THE WAYNE COUNTY ROAD COMMISSION TO ALLOW THE CLOSURE OF FARMINGTON ROAD BETWEEN THE I-96 OVERPASS AND FIVE MILE ROAD FROM 6:30 P.M. THROUGH 11:30 P.M. ON JUNE 26, 2022 (SUNDAY) IN CONNECTION WITH SPREE '72: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.

Dan Spurling, President of the Livonia Anniversary Committee, was present for any questions from Council regarding this request.

Scott Bahr offered an approving resolution for the Consent Agenda as asked that the Family Y be removed from the agenda for the sake of the minutes.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Council Office
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO DISPLAY BANNERS ON FARMINGTON ROAD AND FIVE MILE ROAD AND 4' X 8' SIGNS AT CITY HALL AND FORD FIELD FROM MAY 25, 2022 THROUGH JUNE 27, 2022: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.

BACKGROUND

RECOMMENDATION

To approve the request as stated.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. S022822 2022 Livonia Spree Formal Request - Banner
2. S022822 Spree banner MINUTES

APPROVED BY

Livonia Anniversary Committee, Inc.

Sponsor of Livonia Spree

PO Box 51430 Livonia, Michigan 48151

"Michigan's Finest City to Live, Learn, Work and Play"

www.LivoniaSpree.com

The Honorable Council
City of Livonia
Livonia, MI 48154

January 25, 2022

Re: Permission to Display Banners Advertising Spree 72

Honorable Members of Council:

The Livonia Anniversary Committee, Inc. requests permission to display banners advertising Spree 72 on:

1. Farmington Road and Five Mile Road from May 20, 2022 - June 27, 2022.
2. To display a 4' x 8' sign at City Hall and Ford Field from May 25, 2022 - June 27, 2022.

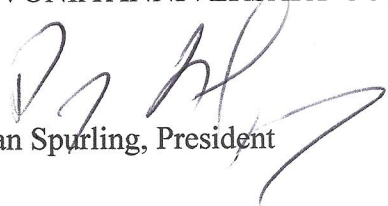
at no cost to Spree.

Attached is a copy of last year's resolution for Spree 72 for reference.

Thank you for your kind consideration of this request.

Respectfully submitted,

LIVONIA ANNIVERSARY COMMITTEE, INC.



Dan Spurling, President

DS/SC

Enclosure

cc: Mayor's Office, City Clerk, Council Secretary, City Attorney, Parks and Recreation Dept., Finance Dept., Planning Dept., Public Service Div., Police Department, Fire Department, Rich Skaggs, Brian Duggan, Sam Caramagno.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

4.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

4. REQUEST TO DISPLAY BANNERS ON FARMINGTON ROAD AND FIVE MILE ROAD AND 4' X 8' SIGNS AT CITY HALL AND FORD FIELD FROM MAY 25, 2022 THROUGH JUNE 27, 2022: Dan Spurling, President, Livonia Anniversary Committee, Inc., re: same.

Dan Spurling, President of the Livonia Anniversary Committee, was present for any questions from Council regarding this request.

Kathleen McIntyre offered an approving resolution for the Consent Agenda.

Brian Duggan stated they lost a lot of volunteers last year and will need all the help they can get. They have an email address for anyone interested in helping; livoniaspree@gmail.com.

Kathleen McIntyre offered her help and suggested they use signup genius to allow people to sign up for specific shifts and roles.

Dan Spurling stated that their normal hits on Facebook are between 12,000 and 15,000. This year, within the first 72 hours, they got 92,000 hits.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Civil Service
February 18, 2022

MEETING DATE

Study Meeting of February 28, 2022

PREPARED BY

Katie Barbee, Program Supervisor,

AGENDA ITEM

REQUEST FOR APPROVAL OF THE PLAN DOCUMENTS FOR THE 401(A) DEFINED CONTRIBUTION PLAN AND THE 457(B) DEFERRED COMPENSATION PLAN; Civil Service Department; re: same.

BACKGROUND

Empower Retirement is the service provider for the City's 401(a) Defined Contribution Plan and the 457(b) Deferred Compensation Plan.

For the 401(a) plan, and as required by the IRS, periodic "plan document restatements" are required to capture any legal or regulatory updates that may have taken place (i.e., non-negotiable updates, determined by the tax code). The most recent plan document was not signed and therefore the plan document cannot be restated until the initial document has been signed.

Attached are the plan documents for both the 401(a) Defined Contribution Plan and the 457(b) Deferred Compensation Plan. These plan documents have been reviewed and approved by the Retirement Board's legal counsel, VanOverbeke, Michaud & Timmony, P.C., as well as Michael Slater, Director of Finance.

At the Civil Service Commission meeting of February 16, 2022, with the minutes approved on March 16, 2022, the Civil Service Commission approved the following resolution:

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

22-34 RESOLVED, that having reviewed the memorandum dated February 11, 2022, from Jeannine Laible, Human Resources Director, requesting approval of the plan documents for the 401(a) Defined Contribution Plan and the 457(b) Deferred Compensation Plan, the Civil Service Commission does hereby approve the request.

RECOMMENDATION

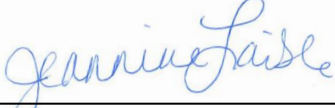
In order to have the proper documentation on file with Empower Retirement, we request that the plan documents be approved for signature.

FISCAL CONSIDERATION

ATTACHMENTS

1. 401a_BPD
2. 457 BPD
3. Adoption Agreement Addendum Cont Rates
4. Livonia 401 Adoption Agreement
5. Livonia 457 Adoption Agreement

APPROVED BY



Jeannine Laible, Human Resources Director

Date: February 22, 2022



Michael Slater, Finance Director

Date: February 23, 2022



Maureen Miller Brosnan, Mayor

Date: February 23, 2022

FIS Business Systems LLC
Governmental Defined Contribution Volume Submitter Plan

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**ARTICLE I
DEFINITIONS**

As used in this Plan, the following words and phrases shall have the meanings set forth herein unless a different meaning is clearly required by the context:

1.1 "Account" means any separate notational account established and maintained by the Administrator for each Participant under the Plan. To the extent applicable, a Participant may have any (or all) of the following notational Accounts:

- (a) "Combined Account" means the account representing the Participant's total interest under the Plan resulting from Employer contributions. In addition, Forfeitures are part of the Combined Account to the extent they are reallocated.
- (b) "Mandatory Contribution Account" means the account established hereunder to which mandatory Employee contributions made pursuant to Section 4.8 are allocated, to the extent such contributions are not picked-up by the Employer pursuant to Code §414(h). A Participant's Mandatory Contribution Account shall be fully Vested at all times.
- (c) "Rollover Account" means the account established hereunder to which amounts transferred from a qualified plan or individual retirement account in accordance with Section 4.6 are allocated.
- (d) "Transfer Account" means the account established hereunder to which amounts transferred to this Plan from a direct plan-to-plan transfer in accordance with Section 4.7 are allocated.
- (e) "Voluntary Contribution Account" means the account established hereunder to which after-tax voluntary Employee contributions made pursuant to Section 4.9 are allocated.

1.2 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 2.2 to administer the Plan on behalf of the Employer.

1.3 "Adoption Agreement" means the separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan and Trust as specified by the Employer.

1.4 "Affiliated Employer" means any entity required to be aggregated with the Employer pursuant to Code §414.

1.5 "Alternate Payee" means an alternate payee pursuant to a qualified domestic relations order that meets the requirements of Code §414(p).

1.6 "Anniversary Date" means the last day of the Plan Year.

1.7 "Annuity Starting Date" means, with respect to any Participant, the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitles the Participant to such benefit.

1.8 "Beneficiary" means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is payable, subject to the restrictions of Sections 6.2 and 6.6.

1.9 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time.

1.10 "Compensation" means, with respect to any Participant, the amount determined in accordance with the following provisions, except as otherwise provided in the Adoption Agreement.

(a) **Base definition.** One of the following, as elected in the Adoption Agreement:

- (1) Information required to be reported under Code §§6041, 6051 and 6052 (Wages, tips and other compensation as reported on Form W-2). Compensation means wages, within the meaning of Code §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §§6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).
- (2) Code §3401(a) Wages. Compensation means an Employee's wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) 415 safe harbor compensation. Compensation means wages, salaries, for Plan Years beginning after December 31, 2008, Military Differential Pay, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Regulation §1.62-2(c))), and excluding the following:

- (i) Employer contributions to a plan of deferred compensation which are not includible in the Employee's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are excludable from the Employee's gross income, or any distributions from a plan of deferred compensation;
- (ii) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- (iv) Other amounts which receive special tax benefits, or contributions made by the Employer (whether or not under a salary deferral agreement) towards the purchase of an annuity contract described in Code §403(b) (whether or not the contributions are actually excludable from the gross income of the Employee).

(b) **Paid during "determination period."** Compensation shall include only that Compensation which is actually paid to the Participant during the "determination period". Except as otherwise provided in this Plan, the "determination period" is the period elected by the Employer in the Adoption Agreement. If the Employer makes no election, the "determination period" shall be the Plan Year.

(c) **Inclusion of deferrals.** Notwithstanding the above, unless otherwise elected in the Adoption Agreement, Compensation shall include all of the following types of elective contributions and all of the following types of deferred compensation:

(1) Elective contributions that are made by the Employer on behalf of a Participant that are not includible in gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) and 403(b). If specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(2) Compensation deferred under an eligible deferred compensation plan within the meaning of Code §457(b).

(3) Employee contributions described in Code §414(h)(2) that are picked-up by the employing unit and thus are treated as Employer contributions.

(d) **Post-severance compensation – Code §415 Regulations.** The Administrator shall adjust Compensation, for Plan Years beginning on or after July 1, 2007 (or such other date as the Employer specifies in the Compensation Section of the Adoption Agreement), for amounts that would otherwise be included in the definition of Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Plan Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of Compensation) if:

- (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
- (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cash-outs.** Compensation shall include leave cash-outs if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** Compensation shall include deferred compensation if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled.

(e) **Dollar limitation.** Compensation in excess of \$200,000 shall be disregarded for all. Such amount shall be adjusted by the Commissioner for increases in the cost-of-living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any "determination period" beginning with or within such calendar year. If a "determination period" consists of fewer than twelve (12) months, the \$200,000 annual Compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the "determination period," and the denominator of which is twelve (12). In applying any Plan limitation on the amount of matching contributions, where such limits are expressed as a percentage of Compensation, the Administrator may apply the Compensation limit under this Section annually, even if the matching contribution formula is applied on any time interval which is less than the full Plan Year or the Administrator may pro rate the Compensation limit.

In the case of an "eligible Participant," the dollar limitation under Code §401(a)(17) shall not apply to the extent the amount under the Plan would be reduced below the amount which was allowed to be taken into account under the Plan as in effect on July 1, 1993. For purposes of this provision, an "eligible Participant" is an individual who first became a Participant before the first Plan Year beginning after the earlier of (i) the Plan Year in which the Plan was amended to reflect Code §401(a)(17), or (ii) December 31, 1995.

(f) **Non-eligible Employee.** If, in the Adoption Agreement, the Employer elects to exclude a class of Employees from the Plan, then Compensation for any Employee who becomes eligible or ceases to be eligible to participate during a "determination period" shall only include Compensation while the Employee is an Eligible Employee.

(g) **Amendment.** If, in connection with the adoption of any amendment, the definition of Compensation has been modified, then, except as otherwise provided herein, for Plan Years prior to the Plan Year which includes the adoption date of such amendment, Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.11 "Contract" or "Policy" means any life insurance policy, retirement income policy, or annuity contract (group or individual) issued by the Insurer. In the event of any conflict between the terms of this Plan and the terms of any contract purchased hereunder, the Plan provisions shall control.

1.12 "Custodian" means a person or entity that has custody of all or any portion of the Plan assets.

1.13 "Directed Trustee" means a Trustee who, with respect to the investment of Plan assets, is subject to the direction of the Administrator, the Employer, a properly appointed Investment Manager, or Plan Participant. To the extent the Trustee is a Directed Trustee, the Trustee does not have any discretionary authority with respect to the investment of Plan assets. In addition, the Trustee is not responsible for the propriety of any directed investment made pursuant to this Section and shall not be required to consult or advise the Employer regarding the investment quality of any directed investment held under the Plan.

1.14 "Discretionary Trustee" means a Trustee who has the authority and discretion to invest, manage or control any portion of the Plan assets.

1.15 "Early Retirement Date" means the date specified in the Adoption Agreement on which a Participant has satisfied the requirements specified in the Adoption Agreement (Early Retirement Age). If elected in the Adoption Agreement, a Participant shall become fully Vested upon satisfying such requirements if the Participant is still employed at the Early Retirement Age.

A Participant who severs from employment after satisfying any service requirement but before satisfying the age requirement for Early Retirement Age and who thereafter reaches the age requirement contained herein shall be entitled to receive benefits under this Plan

(other than any accelerated vesting and allocations of Employer contributions) as though the requirements for Early Retirement Age had been satisfied.

1.16 "Effective Date" means the date this Plan, including any restatement or amendment of this Plan, is effective. Where the Plan is restated or amended, a reference to Effective Date is the effective date of the restatement or amendment, except where the context indicates a reference to an earlier Effective Date. If any provision of this Plan is retroactively effective, the provisions of this Plan generally control. However, if the provision of this Plan is different from the provision of the Employer's prior plan document and, after the retroactive Effective Date of this Plan, the Employer operated in compliance with the provisions of the prior plan, then the provision of such prior plan is incorporated into this Plan for purposes of determining whether the Employer operated the Plan in compliance with its terms, provided operation in compliance with the terms of the prior plan do not violate any qualification requirements under the Code, Regulations, or other IRS guidance.

The Employer may designate special effective dates for individual provisions under the Plan where provided in the Adoption Agreement or under Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). If one or more qualified retirement plans have been merged into this Plan, the provisions of the merging plan(s) will remain in full force and effect until the effective date of the plan merger(s).

1.17 "Eligible Employee" means any Eligible Employee as elected in the Adoption Agreement and as provided herein. An individual shall not be an Eligible Employee if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records and out-sourced workers, are not Eligible Employees and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Furthermore, Employees of an Affiliated Employer will not be treated as Eligible Employees prior to the date the Affiliated Employer adopts the Plan as a Participating Employer.

If, in the Adoption Agreement, the Employer elects to exclude union employees, then Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining, shall not be eligible to participate in this Plan to the extent of employment covered by such agreement, unless the agreement provides for coverage in the Plan (see Section 4.1(d)). For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service in each respective category are treated separately.

If, in the Adoption Agreement, the Employer elects to exclude nonresident aliens, then Employees who are nonresident aliens (within the meaning of Code §7701(b)(1)(B)) who received no earned income (within the meaning of Code §911(d)(2)) from the Employer which constitutes income from sources within the United States (within the meaning of Code §861(a)(3)) shall not be eligible to participate in this Plan. In addition, this paragraph shall also apply to exclude from participation in the Plan an Employee who is a nonresident alien (within the meaning of Code §7701(b)(1)(B)) but who receives earned income (within the meaning of Code §911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code §861(a)(3)), if all of the Employee's earned income from the Employer from sources within the United States is exempt from United States income tax under an applicable income tax convention. The preceding sentence will apply only if all Employees described in the preceding sentence are excluded from the Plan.

If, in the Adoption Agreement, the Employer elects to exclude Part-Time/Temporary/Seasonal Employees, then notwithstanding any such exclusion, if any such excluded Employee actually completes or completed a Year of Service, then such Employee will cease to be within this particular excluded class.

1.18 "Employee" means any person who is employed by the Employer. The term "Employee" shall also include any person who is an employee of an Affiliated Employer and any Leased Employee deemed to be an Employee as provided in Code §414(n) or (o).

1.19 "Employer" means the governmental entity specified in the Adoption Agreement, any successor which shall maintain this Plan and any predecessor which has maintained this Plan. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan. This plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government, and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

1.20 "Fiscal Year" means the Employer's accounting year.

1.21 "Forfeiture" means that portion of a Participant's Account that is not Vested and is disposed of in accordance with the provisions of the Plan.

A Forfeiture will occur on the earlier of:

- (a) The last day of the Plan Year in which a Participant incurs five (5) consecutive 1-Year Breaks in Service, or
- (b) The distribution of the entire Vested portion of the Participant's Account of a Participant who has severed employment with the Employer. For purposes of this provision, if the Participant has a Vested benefit of zero, then such Participant shall be deemed to

have received a distribution of such Vested benefit as of the year in which the severance of employment occurs. For this purpose, a Participant's Vested benefit shall not include: (i) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B), and (ii) the Participant's Rollover Account.

Regardless of the preceding, if a Participant is eligible to share in the allocation of Forfeitures in the year in which the Forfeiture would otherwise occur, then the Forfeiture will not occur until the end of the first Plan Year for which the Participant is not eligible to share in the allocation of Forfeitures. Furthermore, the term "Forfeiture" shall also include amounts deemed to be Forfeitures pursuant to any other provision of this Plan.

1.22 "Former Employee" means an individual who has severed employment with the Employer or an Affiliated Employer.

1.23 "415 Compensation" means, with respect to any Participant, such Participant's (a) Wages, tips and other compensation on Form W-2, (b) Code §3401(a) wages or (c) 415 safe harbor compensation as elected in the Adoption Agreement for purposes of Compensation (and as defined in Subsections 1.18(a)(1)-3 respectively). 415 Compensation shall be based on the full Limitation Year regardless of when participation in the Plan commences. Furthermore, regardless of any election made in the Adoption Agreement, 415 Compensation shall include any elective deferral (as defined in Code §§402(e)(3), 402(k) and 402(h)(1)(B)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code §§125, 457, and 132(f)(4). In addition, for years beginning after December 31, 2008 Military Differential Pay is treated as 415 Compensation.

(a) **Deemed 125 compensation.** If elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), amounts under Code §125 shall be deemed to include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code §125 pursuant to the preceding sentence only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(b) **Post-severance compensation.** The Administrator shall adjust 415 Compensation, for Limitation Years beginning on or after July 1, 2007, or such earlier date as the Employer specifies in the Compensation Section of the Adoption Agreement, for amounts that would otherwise be included in the definition of 415 Compensation but are paid by the later of 2 1/2 months after a Participant's severance from employment with the Employer or the end of the Limitation Year that includes the date of the Participant's severance from employment with the Employer, in accordance with the following, as elected in the Compensation Section of the Adoption Agreement. The preceding time period, however, does not apply with respect to payments described in Subsections (4) and (5) below. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered 415 Compensation, even if payment is made within the time period specified above.

(1) **Regular pay.** 415 Compensation shall include regular pay after severance of employment (to the extent otherwise included in the definition of 415 Compensation) if:

- (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
- (ii) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave cash-outs.** 415 Compensation shall include leave cash-outs if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) **Deferred compensation.** 415 Compensation shall include deferred compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's severance from employment with the Employer, and the amounts are received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid if the Participant had continued in employment with the Employer and only to the extent the payment is includible in the Participant's gross income.

(4) **Military Differential Pay.** 415 Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(5) **Disability pay.** 415 Compensation shall include compensation paid to a Participant who is permanently and totally disabled, as defined in Code §22(e)(3), provided, as elected by the Employer in the Compensation Section of the Adoption Agreement, salary continuation applies to all Participants who are permanently and totally disabled for a fixed or determinable

period, or the Participant was not a highly compensated employee (within the meaning of Code §414(q)) immediately before becoming disabled.

(c) **Inclusion of certain nonqualified deferred compensation amounts.** If this is a PPA restatement and prior to the restatement Compensation included all items includible in compensation under Regulation §1.415(c)-2(b) (Regulation §1.415-2(d)(2) under the Regulations in effect for Limitation Years beginning prior to July 1, 2007) then 415 Compensation for Limitation Years prior to the adoption of this restatement shall include amounts that are includible in the gross income of a Participant under the rules of Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. For Plan Years beginning on and after the Plan Year in which this restatement is adopted, the Plan does not provide for a definition of 415 Compensation including all items in Regulation §1.415(c)-2(b).

(d) **Back pay.** Back pay, within the meaning of Regulations §1.415(c)-2(g)(8), shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(e) **Dollar limitation.** 415 Compensation will be limited to the same dollar limitations set forth in Section 1.10(e) adjusted in such manner as permitted under Code §415(d).

(f) **Amendment.** Except as otherwise provided herein, if, in connection with the adoption of any amendment, the definition of 415 Compensation has been modified, then for Plan Years prior to the Plan Year which includes the adoption date of such amendment, 415 Compensation means compensation determined pursuant to the terms of the Plan then in effect.

1.24 "Hour of Service" means (a) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer for the performance of duties during the applicable computation period (these hours will be credited to the Employee for the computation period in which the duties are performed); (b) each hour for which an Employee is directly or indirectly compensated or entitled to Compensation by the Employer (irrespective of whether the employment relationship has terminated) for reasons other than performance of duties (such as vacation, holidays, sickness, incapacity (including disability), jury duty, lay-off, military duty or leave of absence) during the applicable computation period; (c) each hour for which back pay is awarded or agreed to by the Employer without regard to mitigation of damages (these hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made). The same Hours of Service shall not be credited both under (a) or (b), as the case may be, and under (c).

Notwithstanding (b) above, (1) no more than 501 Hours of Service will be credited to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single computation period); (2) an hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if such payment is made or due under a plan maintained solely for the purpose of complying with applicable workers' compensation, or unemployment compensation or disability insurance laws; and (3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee. Furthermore, for purposes of (b) above, a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund, or insurer, to which the Employer contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or are on behalf of a group of Employees in the aggregate.

Hours of Service will be credited for employment with all Affiliated Employers and for any individual considered to be a Leased Employee pursuant to Code §414(n) or 414(o) and the Regulations thereunder.

Hours of Service will be determined using the actual hours method unless one of the methods below is elected in the Adoption Agreement. If the **actual hours** method is used to determine Hours of Service, an Employee is credited with the actual Hours of Service the Employee completes with the Employer or the number of Hours of Service for which the Employee is paid (or entitled to payment).

If the **days worked** method is elected, an Employee will be credited with ten (10) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the day.

If the **weeks worked** method is elected, an Employee will be credited with forty-five (45) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the week.

If the **semi-monthly payroll periods worked** method is elected, an Employee will be credited with ninety-five (95) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.

If the **months worked** method is elected, an Employee will be credited with one hundred ninety (190) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the month.

If the **bi-weekly payroll periods worked** method is elected, an Employee will be credited with ninety (90) Hours of Service if under the Plan such Employee would be credited with at least one (1) Hour of Service during the bi-weekly payroll period.

1.25 "Insurer" means any legal reserve insurance company which has issued or shall issue one or more Contracts or Policies under the Plan.

1.26 "Investment Manager" means a person or entity which renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or property of the Plan and which is appointed in accordance with Section 2.1(b).

1.27 "Late Retirement Date" means the date of, or the first day of the month or the Anniversary Date coinciding with or next following, whichever corresponds to the election in the Adoption Agreement for the Normal Retirement Date, a Participant's actual retirement after having reached the Normal Retirement Date.

1.28 "Leased Employee" means any person (other than an Employee of the recipient Employer) who, pursuant to an agreement between the recipient Employer and any other person or entity ("leasing organization"), has performed services for the recipient (or for the recipient and related persons determined in accordance with Code §414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient Employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer. Furthermore, Compensation for a Leased Employee shall only include compensation from the leasing organization that is attributable to services performed for the recipient Employer.

A Leased Employee shall not be considered an employee of the recipient Employer if: (a) such employee is covered by a money purchase pension plan providing: (1) a non-integrated employer contribution rate of at least ten percent (10%) of compensation, as defined in Code §415(c)(3), (2) immediate participation, and (3) full and immediate vesting; and (b) leased employees do not constitute more than twenty percent (20%) of the recipient Employer's nonhighly compensated workforce.

1.29 "Limitation Year" means the "determination period" used to determine Compensation. However, the Employer may elect a different Limitation Year in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). All qualified plans maintained by the Employer must use the same Limitation Year. Furthermore, unless there is a change to a new Limitation Year, the Limitation Year will be a twelve (12) consecutive month period. In the case of an initial Limitation Year, the Limitation Year will be the twelve (12) consecutive month period ending on the last day of the period specified in the Adoption Agreement. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new "Limitation Year" must begin on a date within the "Limitation Year" in which the amendment is made. For Limitation Years beginning on and after July 1, 2007, the Limitation Year may only be changed by a Plan amendment. Furthermore, if the Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, then the Plan is treated as if the Plan had been amended to change its Limitation Year.

1.30 "Military Differential Pay" means, for any Plan or Limitation Year beginning after June 30, 2007, any differential wage payments made to an individual that represents an amount which, when added to the individual's military pay, approximates the amount of Compensation that was paid to the individual while working for the Employer. Notwithstanding the preceding sentence, for Compensation "determination periods" beginning after December 31, 2008, an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an Employee of the Employer making the payment.

1.31 "Nonelective Contribution" means the Employer's contributions to the Plan.

1.32 "Normal Retirement Age" means the age elected in the Adoption Agreement at which time a Participant's Account shall be nonforfeitable (if the Participant is employed by the Employer on or after that date). For money purchase pension plans, if the employer enforces a mandatory retirement age, then the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement.

1.33 "Normal Retirement Date" means the date elected in the Adoption Agreement.

1.34 "1-Year Break in Service" means, if the Hour of Service method is used, the applicable computation period that is used to determine a Year of Service during which an Employee or Former Employee has not completed more than 500 Hours of Service. However, if the Employer selected, in the Service Crediting Method Section of the Adoption Agreement, to define a Year of Service as less than 1,000 Hours of Service, then the 500 Hours of Service in this definition of 1-Year Break in Service shall be proportionately reduced. Further, solely for the purpose of determining whether an Employee has incurred a 1-Year Break in Service, Hours of Service shall be recognized for "authorized leaves of absence" and "maternity and paternity leaves of absence." For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit therefore is necessary to prevent the Employee from incurring a 1-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited for a "maternity or paternity leave of absence" shall be those which would normally have been credited but for such absence, or, in any case in which the Administrator is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a "maternity or paternity leave of absence" shall not exceed the number of Hours of Service needed to prevent the Employee from incurring a 1-Year Break in Service.

"Authorized leave of absence" means an unpaid, temporary cessation from active employment with the Employer pursuant to an established policy, whether occasioned by illness, military service, or any other reason.

A "maternity or paternity leave of absence" means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement.

If the elapsed time method is elected in the Service Crediting Method Section of the Adoption Agreement, then a "1-Year Break in Service" means a twelve (12) consecutive month period beginning on the severance from service date or any anniversary thereof and ending on the next succeeding anniversary of such date; provided, however, that the Employee or Former Employee does not perform an Hour of Service for the Employer during such twelve (12) consecutive month period.

1.35 "Participant" means any Employee or Former Employee who has satisfied the requirements of Sections 3.1 and 3.2 and entered the Plan and is eligible to accrue benefits under the Plan. In addition, the term "Participant" also includes any individual who was a Participant (as defined in the preceding sentence) and who must continue to be taken into account under a particular provision of the Plan (e.g., because the individual has an Account balance in the Plan).

1.36 "Participant Directed Account" means that portion of a Participant's interest in the Plan with respect to which the Participant has directed the investment in accordance with the Participant Direction Procedures.

1.37 "Participant Direction Procedures" means such instructions, guidelines or policies, the terms of which are incorporated herein, as shall be established pursuant to Section 4.10 and observed by the Administrator and applied and provided to Participants who have Participant Directed Accounts.

1.38 "Participating Employer" means an Employer which, with the consent of the "lead Employer" adopts the Plan pursuant to Section 10.1 or Article XI. In addition, unless the context means otherwise, the term "Employer" shall include any Participating Employer which shall adopt this Plan.

1.39 "Period of Service" means the aggregate of all periods of service commencing with an Employee's first day of employment or reemployment with the Employer or an Affiliated Employer and ending on the first day of a Period of Severance, or for benefit accrual purposes, ending on the severance from service date. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee who incurs a Period of Severance of twelve (12) months or less will also receive service-spanning credit by treating any such period as a Period of Service for purposes of eligibility and vesting (but not benefit accrual). For purposes of benefit accrual, a Participant's whole year Periods of Service is equal to the sum of all full and partial periods of service, whether or not such service is continuous or contiguous, expressed in the number of whole years represented by such sum. For this purpose, fractional periods of a year will be expressed in terms of days.

Periods of Service with any Affiliated Employer shall be recognized. Furthermore, Periods of Service with any predecessor employer that maintained this Plan shall be recognized. Periods of Service with any other predecessor employer shall be recognized as elected in the Adoption Agreement.

In determining Periods of Service for purposes of vesting under the Plan, Periods of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

In the event the method of crediting service is amended from the Hour of Service method to the elapsed time method, an Employee will receive credit for a Period of Service consisting of:

- (a) A number of years equal to the number of Years of Service credited to the Employee before the computation period during which the amendment occurs; and
- (b) The greater of (1) the Periods of Service that would be credited to the Employee under the elapsed time method for service during the entire computation period in which the transfer occurs or (2) the service taken into account under the Hour of Service method as of the date of the amendment.

In addition, the Employee will receive credit for service subsequent to the amendment commencing on the day after the last day of the computation period in which the transfer occurs.

1.40 "Period of Severance" means a continuous period of time during which an Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for "maternity or paternity" reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a one year Period of Severance. For purposes of this paragraph, an absence from work for "maternity or paternity" reasons means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the

adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

1.41 "Plan" means this instrument (hereinafter referred to as FIS Business Systems LLC Governmental Defined Contribution Plan Basic Plan Document #09) and the Adoption Agreement as adopted by the Employer, including all amendments thereto and any appendix which is specifically permitted pursuant to the terms of the Plan.

1.42 "Plan Year" means the Plan's accounting year as specified in the Adoption Agreement. Unless there is a Short Plan Year, the Plan Year will be a twelve-consecutive month period.

1.43 "Qualified Convertible Hours" means the amount of sick and vacation pay plan hours eligible to be converted into Employer contributions.

1.44 "Regulation" means the Income Tax Regulations as promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time.

1.45 "Retirement Date" means the date as of which a Participant retires for reasons other than Total and Permanent Disability, regardless of whether such retirement occurs on a Participant's Normal Retirement Date, Early Retirement Date or Late Retirement Date (see Section 6.1).

1.46 "Short Plan Year" means, if specified in the Adoption Agreement or as the result of an amendment, a Plan Year of less than a twelve (12) month period. If there is a Short Plan Year, the following rules shall apply in the administration of this Plan. In determining whether an Employee has completed a Year of Service (or Period of Service if the elapsed time method is used) for benefit accrual purposes in the Short Plan Year, the number of the Hours of Service (or months of service if the elapsed time method is used) required shall be proportionately reduced based on the number of days (or months) in the Short Plan Year.

1.47 "Spouse" means, a spouse as determined under federal tax law. In addition, with respect to benefits or rights not mandated by law, Spouse also includes a spouse as elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

1.48 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated with the Employer (including an Affiliated Employer) or applicable Participating Employer, other than by death, Total and Permanent Disability or retirement.

1.49 "Total and Permanent Disability" means, unless otherwise specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The disability of a Participant shall be determined by a licensed physician. However, if the condition constitutes total disability under the federal Social Security Acts, the Administrator may rely upon such determination that the Participant is Totally and Permanently Disabled for the purposes of this Plan. The determination shall be applied uniformly to all Participants.

1.50 "Trustee" means any person or entity that is named in the Adoption Agreement or has otherwise agreed to serve as Trustee, or any successors thereto. In addition, unless the context means, or the Plan provides, otherwise, the term "Trustee" shall mean the Insurer if the Plan is fully insured.

1.51 "Trust Fund" means, if the Plan is funded with a trust, the assets of the Plan and Trust as the same shall exist from time to time.

1.52 "Valuation Date" means the date or dates specified in the Adoption Agreement. Regardless of any election to the contrary, for purposes of the determination and allocation of earnings and losses, the Valuation Date shall include the Anniversary Date and may include any other date or dates deemed necessary or appropriate by the Administrator for the valuation of Participants' Accounts during the Plan Year, which may include any day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, or any stock exchange used by such agent, are open for business.

1.53 "Vested" means the nonforfeitable portion of any Account maintained on behalf of a Participant.

1.54 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, and during which an Employee has completed at least 1,000 Hours of Service (unless a different number of Hours of Service is specified in the Adoption Agreement).

For purposes of eligibility for participation, the initial computation period shall begin with the date on which the Employee first performs an Hour of Service (employment commencement date). Unless otherwise elected in the Service Crediting Method Section of the Adoption Agreement, the succeeding computation periods shall begin on the anniversary of the Employee's employment commencement date. However, unless otherwise elected in the Adoption Agreement, if one (1) Year of Service or less is required as a condition of eligibility, then the computation period after the initial computation period shall shift to the current Plan Year which includes the

anniversary of the date on which the Employee first performed an Hour of Service, and subsequent computation periods shall be the Plan Year. If there is a shift to the Plan Year, an Employee who is credited with the number of Hours of Service to be credited with a Year of Service in both the initial eligibility computation period and the first Plan Year which commences prior to the first anniversary of the Employee's initial eligibility computation period will be credited with two (2) Years of Service for purposes of eligibility to participate.

If two (2) (or more) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) (or more) Years of Service for eligibility purposes upon completing two (2) or more consecutive Years of Service without an intervening 1-Year Break in Service.

For vesting purposes, and all other purposes not specifically addressed in this Section, the computation period shall be the period elected in the Service Crediting Method Section of the Adoption Agreement. If no election is made in the Service Crediting Method Section of the Adoption Agreement, then the computation period shall be the Plan Year.

In determining Years of Service for purposes of vesting under the Plan, Years of Service will be excluded as elected in the Adoption Agreement and as specified in Section 3.5.

Years of Service and 1-Year Breaks in Service for eligibility purposes will be measured on the same eligibility computation period. Years of Service and 1-Year Breaks in Service for vesting purposes will be measured on the same vesting computation period.

Years of Service with any Affiliated Employer shall be recognized. Furthermore, Years of Service with any predecessor employer that maintained this Plan shall be recognized. Years of Service with any other employer shall be recognized as elected in the Adoption Agreement.

In the event the method of crediting service is amended from the elapsed time method to the Hour of Service method, an Employee will receive credit for Years of Service equal to:

- (a) The number of Years of Service equal to the number of 1-year Periods of Service credited to the Employee as of the date of the amendment; and
- (b) In the computation period which includes the date of the amendment, a number of Hours of Service (using the Hours of Service equivalency method, if any, elected in the Adoption Agreement) to any fractional part of a year credited to the Employee under this Section as of the date of the amendment.

ARTICLE II ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

(a) **Appointment of Trustee (or Insurer) and Administrator.** In addition to the general powers and responsibilities otherwise provided for in this Plan, the Employer shall be empowered to appoint and remove one or more Trustees (or Insurers) and Administrators from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code. The Employer may appoint counsel, specialists, advisers, agents (including any nonfiduciary agent) and other persons as the Employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan. The Employer may compensate such agents or advisers from the assets of the Plan as fiduciary expenses (but not including any business (settlor) expenses of the Employer), to the extent not paid by the Employer.

(b) **Appointment of Investment Manager.** The Employer may appoint, at its option, one or more Investment Managers, investment advisers, or other agents to provide investment direction to the Trustee (or Insurer) with respect to any or all of the Plan assets. Such appointment shall be given by the Employer in writing in a form acceptable to the Trustee (or Insurer) and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY

The Employer may appoint one or more Administrators. If the Employer does not appoint an Administrator, the Employer will be the Administrator. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. Upon the resignation or removal of an Administrator, the Employer may designate in writing a successor to this position.

2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If more than one person is appointed as Administrator, then the responsibilities of each Administrator may be specified by the Employer and accepted in writing by each Administrator. If no such delegation is made by the Employer, then the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Employer and the Trustee (or Insurer) in writing of such action and specify the responsibilities of each Administrator. The Trustee (or Insurer) thereafter shall accept and rely upon any documents executed by the appropriate Administrator until such time as the Employer or the Administrators file with the Trustee (or Insurer) a written revocation of such designation.

2.4 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides in its discretion that the applicant is entitled to them. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done based upon uniform principles consistently applied and shall be consistent with the intent that the Plan continue to be deemed a qualified plan under the terms of Code §401(a). The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan and the powers necessary to carry out such duties as set forth under the terms of the Plan, including, but not limited to, the following:

- (a) the discretion to determine all questions relating to the eligibility of an Employee to participate or remain a Participant hereunder and to receive benefits under the Plan;
- (b) the authority to review and settle all claims against the Plan, including claims where the settlement amount cannot be calculated or is not calculated in accordance with the Plan's benefit formula. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (c) to compute, certify, and direct agents of the Plan respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;
- (d) to authorize and direct the Trustee (or Insurer) with respect to all discretionary or otherwise directed disbursements from the Trust Fund;
- (e) to maintain all necessary records for the administration of the Plan;
- (f) to interpret the provisions of the Plan and to make and publish such rules for regulation of the Plan that are consistent with the terms hereof;
- (g) to determine the size and type of any Contract to be purchased from any Insurer, and to designate the Insurer from which such Contract shall be purchased;
- (h) to compute and certify to the Employer and to the Trustee (or Insurer) from time to time the sums of money necessary or desirable to be contributed to the Plan;
- (i) to consult with the Employer and agents of the Plan regarding the short and long-term liquidity needs of the Plan;
- (j) to assist Participants regarding their rights, benefits, or elections available under the Plan; and
- (k) to determine the validity of, and take appropriate action with respect to, any "qualified domestic relations order" received by it.

2.5 RECORDS AND REPORTS

The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by applicable law.

2.6 APPOINTMENT OF ADVISERS

The Administrator may appoint counsel, specialists, advisers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) and other persons as the Administrator deems necessary or desirable in connection

with the administration of this Plan, including but not limited to agents and advisers to assist with the administration and management of the Plan, and thereby to provide, among such other duties as the Administrator may appoint, assistance with maintaining Plan records and the providing of investment information to the Plan's investment fiduciaries and, if applicable, to Plan Participants.

2.7 INFORMATION FROM EMPLOYER

The Employer shall supply full and timely information to the Administrator on all pertinent facts as the Administrator may require in order to perform its functions hereunder and the Administrator shall advise appropriate agents of the Plan of such of the foregoing facts as may be pertinent to the agent's duties to the Plan. The Administrator may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Plan assets unless paid by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of their duties under the Plan, including, but not limited to, fees of accountants, counsel, Investment Managers, agents (including nonfiduciary agents such as third party administrative services providers and recordkeepers) appointed for the purpose of assisting the Administrator or Trustee (or Insurer) in carrying out the instructions of Participants as to the directed investment of their Accounts (if permitted) and other specialists and their agents and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account of an individual Participant a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee. If liquid assets of the Plan are insufficient to cover the fees of the Trustee (or Insurer) or the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the Trust Fund.

2.9 MAJORITY ACTIONS

Except where there has been an allocation and delegation of administrative authority pursuant to Section 2.3, if there is more than one Administrator, then they shall act by a majority of their number, but may authorize one or more of them to sign all papers on their behalf.

2.10 CLAIMS PROCEDURES

Any person who believes that he or she is entitled to a benefit under the Plan shall file with the Administrator a written notice of claim for such benefit within 45 days of such right accruing or shall forever waive entitlement to such benefit. Within 120 days after its receipt of such written notice of claim, the Administrator shall either grant or deny such claim provided, however, any delay on the part of the Administrator is arriving at a decision shall not adversely affect benefits payable under a granted claim. The Administrator may, however, implement alternative claims procedures in lieu of those provided in this Plan. The implementation of such procedures shall not be considered a Plan amendment that affects an Employer's reliance on this volume submitter plan.

The Administrator and all persons determining or reviewing claims have full discretion to determine benefit claims under the Plan. Any interpretation, determination or other action of such persons shall be subject to review only if it is arbitrary or capricious or otherwise an abuse of discretion. Any review of a final decision or action of the persons reviewing a claim shall be based only on such evidence presented to or considered by such persons at the time they made the decision that is the subject of review.

ARTICLE III ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY

An Eligible Employee shall be eligible to participate hereunder on the date such Employee has satisfied the conditions of eligibility, if any, elected in the Adoption Agreement.

3.2 EFFECTIVE DATE OF PARTICIPATION

(a) **General rule.** An Eligible Employee who has satisfied the conditions of eligibility pursuant to Section 3.1 shall become a Participant effective as of the date elected in the Adoption Agreement. Regardless of any election in the Adoption Agreement to the contrary, an Eligible Employee who has satisfied the maximum age (26) and service requirements (one (1) Year (or Period) of Service (or more than one (1) year if full and immediate vesting)) and who is otherwise entitled to participate, will become a Participant no later than the earlier of (1) six (6) months after such requirements are satisfied, or (2) the first day of the first Plan Year after such requirements are satisfied, unless the Employee separates from service before such participation date.

(b) **Rehired Employee.** If an Eligible Employee is not employed on the date determined pursuant to (a) above, but is reemployed before a 1-Year Break in Service has occurred, then such Eligible Employee shall become a Participant on the date of reemployment or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated

employment. If such Employee incurs a 1-Year Break in Service, then eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

(c) **Recognition of predecessor service.** Unless specifically provided otherwise in the Adoption Agreement, an Eligible Employee who satisfies the Plan's eligibility requirement conditions by reason of recognition of service with a predecessor employer will become a Participant as of the day the Plan credits service with a predecessor employer or, if later, the date the Employee would have otherwise entered the Plan had the service with the predecessor employer been service with the Employer.

(d) **Noneligible to eligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise have become a Participant, shall go from a classification of a noneligible Employee to an Eligible Employee, such Employee shall become a Participant on the date such Employee becomes an Eligible Employee or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee.

(e) **Eligible to noneligible class.** If an Employee, who has satisfied the Plan's eligibility requirements and would otherwise become a Participant, shall go from a classification of an Eligible Employee to a noneligible class of Employees, such Employee shall become a Participant in the Plan on the date such Employee again becomes an Eligible Employee, or, if later, the date that the Employee would have otherwise entered the Plan had the Employee always been an Eligible Employee. However, if such Employee incurs a 1-Year Break in Service, eligibility will be determined under the 1-Year Break in Service rules set forth in Section 3.5.

3.3 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan.

3.4 TERMINATION OF ELIGIBILITY

In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Participant shall continue to vest in the Plan for each Year of Service (or Period of Service, if the elapsed time method is used) completed while an ineligible Employee, until such time as the Participant's Account is forfeited or distributed pursuant to the terms of the Plan. Additionally, the Participant's interest in the Plan shall continue to share in the earnings of the Trust Fund in the same manner as Participants.

3.5 REHIRED EMPLOYEES AND 1-YEAR BREAKS IN SERVICE

(a) **Rehired Participant/immediate re-entry.** If any Former Employee who had been a Participant is reemployed by the Employer, then the Employee shall become a Participant as of the reemployment date, unless the Employee is not an Eligible Employee, the Employee does not satisfy the eligibility conditions taking into account prior service to the extent such prior service is not disregarded pursuant to Section 3.5(d) below. If such prior service is disregarded, then the rehired Eligible Employee shall be treated as a new hire.

(b) **Rehired Eligible Employee who satisfied eligibility.** If any Eligible Employee had satisfied the Plan's eligibility requirements but, due to a severance of employment, did not become a Participant, then such Eligible Employee shall become a Participant as of the later of (1) the entry date on which he or she would have entered the Plan had there been no severance of employment, or (2) the date of his or her re-employment. Notwithstanding the preceding, if the rehired Eligible Employee's prior service is disregarded pursuant to Section 3.5(d) below, then the rehired Eligible Employee shall be treated as a new hire.

(c) **Rehired Eligible Employee who had not satisfied eligibility.** If any Eligible Employee who had not satisfied the Plan's eligibility requirements is rehired after severance from employment, then such Eligible Employee shall become a Participant in the Plan in accordance with the eligibility requirements set forth in the Adoption Agreement and the Plan. However, in applying any shift in an eligibility computation period, the Eligible Employee is not treated as a new hire unless prior service is disregarded in accordance with Section 3.5(d) below.

(d) **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions).** If the Employer elects in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to apply the "rule of parity" provisions, then if any Employee is reemployed after five (5) 1-Year Breaks in Service has occurred, Years of Service (or Periods of Service if the elapsed time method is being used) shall include Years of Service (or Periods of Service if the elapsed time method is being used) prior to the 5-Year Break in Service subject to the rules set forth below. The Employer may elect in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) to make the provisions of this paragraph applicable for purposes of eligibility and/or vesting.

(1) In the case of a Former Employee who under the Plan does not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, Years of Service (or Periods of Service) before a period of 1-Year Breaks in Service will not be taken into account if the number of consecutive 1-Year Breaks in Service equals or exceeds the greater of (i) five (5) or (ii) the aggregate number of pre-break Years of Service (or Periods of Service). Such aggregate number of Years of Service (or Periods of Service) will not include any Years of Service (or Periods of Service) disregarded under the preceding sentence by reason of prior 1-Year Breaks in Service;

(2) A Former Employee who has not had Years of Service (or Periods of Service) before a 1-Year Break in Service disregarded pursuant to (1) above, shall participate in the Plan as of the date of reemployment, or if later, as of the date the Former Employee would otherwise enter the Plan pursuant to Sections 3.1 and 3.2 taking into account all service not disregarded.

(e) **Vesting after five (5) 1-Year Breaks in Service.** If a Participant incurs five (5) consecutive 1-Year Breaks in Service, the Vested portion of such Participant's Account attributable to pre-break service shall not be increased as a result of post-break service. In such case, separate accounts will be maintained as follows:

(1) one account for nonforfeitable benefits attributable to pre-break service; and

(2) one account representing the Participant's Employer-derived Account balance in the Plan attributable to post-break service.

(f) **Waiver of allocation or contribution conditions.** If the Employer elects in the Adoption Agreement to waive allocations or contributions due to retirement (early or normal retirement), then a Participant shall only be entitled to one such waiver. Accordingly, if a Participant retires and allocation or contribution conditions are waived, then the Plan will not waive the allocation or contribution conditions if the Participant is rehired and then retires again.

3.6 OMISSION OF ELIGIBLE EMPLOYEE; INCLUSION OF INELIGIBLE EMPLOYEE

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer for the year has been made and allocated, or any person who should not have been included as a Participant in the Plan is erroneously included, then the Employer may take corrective actions consistent with, the IRS Employee Plans Compliance Resolution System (i.e., Rev. Proc. 2013-12 or any subsequent guidance).

ARTICLE IV CONTRIBUTION AND ALLOCATION

4.1 FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION

(a) **For a Money Purchase Plan.** All contributions made by the Employer will be made in cash. For each Plan Year, the Employer will contribute to the Plan the following:

(1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions made by Participants; plus

(2) On behalf of each Participant eligible to share in allocations, for each year of such Participant's participation in this Plan, the Employer will contribute the amount specified in the Adoption Agreement; plus

(3) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution.

(b) **For a 401(a) Plan.** For each Plan Year, the Employer will (or may with respect to any discretionary contributions) contribute to the Plan:

(1) The amount of any mandatory Employee contributions and after-tax voluntary Employee contributions; plus

(2) If elected in the Adoption Agreement, a matching contribution equal to the amount specified in the Adoption Agreement of each Participant eligible to share in the allocations of the matching contribution, which amount shall be deemed an Employer matching contribution; plus

(3) If elected in the Adoption Agreement, an Employer contribution equal to a specified contribution or a discretionary amount determined each year by the Employer.

(c) **Frozen Plans.** The Employer may designate that the Plan is a frozen Plan at the Contribution Types Section of the Adoption Agreement. As a frozen Plan, the Employer will not make any Employer contributions with respect to Compensation earned after the date the Plan is frozen. In addition, once a Plan is frozen, no additional Employees shall become Participants.

(d) **Union Employees.** Regardless of any provision in this Plan to the contrary, Employees whose employment is governed by a collective bargaining agreement between the Employer and "employee representatives" under which retirement benefits were the subject of good faith bargaining shall be eligible to participate in this Plan to the extent of employment covered by such agreement provided the agreement provides for coverage in the Plan. The benefits, including but not limited to, contributions, allocations and

vesting, under this Plan shall be those set forth in the collective bargaining agreement, which is hereby incorporated by reference and attached as an addendum to the Adoption Agreement. For this purpose, the term "employee representatives" does not include any organization more than half of whose members are employees who are owners, officers, or executives of the Employer. If a Participant performs services both as a collectively bargained Employee and as a non-collectively bargained Employee, then the Participant's Hours of Service and Compensation in each respective category are treated separately for purposes of the Plan.

(d) **Social Security Replacement Plan.** The Employer may elect under the Adoption Agreement to indicate its intention to qualify this Plan as a Social Security Replacement Plan under Code §3121(b)(7)(F). If the Employer makes the election to qualify the Plan as a Social Security Replacement Plan, the Plan will allocate a minimum contribution amount (Employer and Employee Contributions) of seven and one-half percent (7.5%) of Compensation. The Plan will consider each Participant a member of a retirement system that provides benefits comparable to the benefits he or she would have received under Social Security. In the case of part-time, seasonal and temporary Employees, the benefit will be nonforfeitable.

4.2 TIME OF PAYMENT OF EMPLOYER'S CONTRIBUTION

Unless otherwise provided by contract or law, the Employer may make its contribution to the Plan for a particular Plan Year at such time as the Employer, in its sole discretion, determines. If the Employer makes a contribution for a particular Plan Year after the close of that Plan Year, the Employer will designate to the Administrator the Plan Year for which the Employer is making its contribution.

4.3 ALLOCATION OF CONTRIBUTION, FORFEITURES AND EARNINGS

(a) **Separate accounting.** The Administrator shall establish and maintain an Account in the name of each Participant to which the Administrator shall credit as of each Anniversary Date, or other Valuation Date, all amounts allocated to each such Participant as set forth herein.

(b) **Allocation of contributions.** The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution, if any, for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the Administrator shall allocate any contributions as follows:

(1) **Money Purchase Pension Plan.** For a Money Purchase Plan:

(i) The Employer's contribution shall be allocated to each Participant's Account in the manner set forth in Section 4.1 herein and as specified in the Adoption Agreement.

(ii) Notwithstanding the preceding provisions, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(2) **401(a) Plan.** For a 401(a) Plan (which is a profit sharing plan within the meaning of Code §401(a)):

(i) The Employer's contribution shall be allocated to each Participant's Account in accordance with the allocation method below that corresponds to the elections in the Adoption Agreement. The Employer shall provide the Administrator with all information required by the Administrator to make a proper allocation of the Employer's contribution for each Plan Year. Within a reasonable period of time after the date of receipt by the Administrator of such information, the allocation shall be made in accordance with the provisions below.

(ii) Notwithstanding the preceding provision, a Participant shall only be eligible to share in the allocations of the Employer's contribution for the year if the Participant is an Eligible Employee at any time during the year and the conditions set forth in the Adoption Agreement are satisfied.

(c) **Gains or losses.** Except as otherwise elected in the Adoption Agreement or as provided in Section 4.10 with respect to Participant Directed Accounts, as of each Valuation Date, before allocation of any Employer contributions and Forfeitures, any earnings or losses (net appreciation or net depreciation) of the Trust Fund (exclusive of assets segregated for distribution) shall be allocated in the same proportion that each Participant's nonsegregated accounts bear to the total of all Participants' nonsegregated accounts as of such date. Unless otherwise specified in the Adoption Agreement, the nonsegregated account will be reduced by any distributions made prior to the Valuation Date.

(d) **Contracts.** Participants' Accounts shall be debited for any insurance or annuity premiums paid, if any, and credited with any dividends or interest received on Contracts.

(e) **Forfeitures.** Forfeitures must be disposed of no later than the last day of the Plan Year following the Plan Year in which the Forfeiture occurs. The Employer must direct the Administrator to use Forfeitures to satisfy any contribution that may be required pursuant to Section 6.10 or to pay any Plan expenses. With respect to a Money Purchase Plan, any remaining Forfeitures will be disposed of in accordance with the elections in the Adoption Agreement. With respect to all other plans, the Employer must direct

the Administrator to use any remaining Forfeitures in accordance with any combination of the following methods, including a different method based on the source of such Forfeitures. Forfeitures may be:

- (1) Added to any Employer discretionary contribution and allocated in the same manner
- (2) Used to reduce any Employer contribution
- (3) Added to any Employer matching contribution and allocated as an additional matching contribution
- (4) Allocated to all Participants in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year

If Forfeitures are allocated to Participants (rather than used to reduce Employer contributions) then the Employer must also direct the Administrator as to which Participants are eligible to share in such allocation. The maximum allocation conditions the Employer may require are that Participants complete one (1) Year of Service (or Period of Service) and be employed on the last day of the Plan Year in order to share in the allocation of Forfeitures for such Plan Year.

(f) **Delay in processing transactions.** Notwithstanding anything in this Section to the contrary, all information necessary to properly reflect a given transaction may not be available until after the date specified herein for processing such transaction, in which case the transaction will be reflected when such information is received and processed. Subject to express limits that may be imposed under the Code, the processing of any contribution, distribution or other transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider). The processing date of a transaction will be binding for all purposes of the Plan.

4.4 MAXIMUM ANNUAL ADDITIONS

(a) **Calculation of "annual additions."**

(1) If a Participant does not participate in, and has never participated in another qualified plan maintained by the "employer," or a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer," or an individual medical benefit account (as defined in Code §415(l)(2)) maintained by the "employer," or a simplified employee pension (as defined in Code §408(k)) maintained by the "employer" which provides "annual additions," the amount of "annual additions" which may be credited to the Participant's Accounts for any Limitation Year shall not exceed the lesser of the "maximum permissible amount" or any other limitation contained in this Plan. If the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts would cause the "annual additions" for the Limitation Year to exceed the "maximum permissible amount," the amount contributed or allocated will be reduced so that the "annual additions" for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year the "maximum permissible amount" for such Limitation Year shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) **"Annual additions" if a Participant is in more than one plan.**

(1) Except as provided in Subsection (c) below, this Subsection applies if, in addition to this Plan, a Participant is covered under another "employer" maintained qualified defined contribution plan, welfare benefit fund (as defined in Code §419(e)), individual medical benefit account (as defined in Code §415(l)(2)), or simplified employee pension (as defined in Code §408(k)), which provides "annual additions," during any Limitation Year. The "annual additions" which may be credited to a Participant's Accounts under this Plan for any such Limitation Year shall not exceed the "maximum permissible amount" reduced by the "annual additions" credited to a Participant's Accounts under the other plans and welfare benefit funds, individual medical benefit accounts, and simplified employee pensions for the same Limitation Year. If the "annual additions" with respect to the Participant under other defined contribution plans and welfare benefit funds maintained by the "employer" are less than the "maximum permissible amount" and the "employer" contribution that would otherwise be contributed or allocated to the Participant's Accounts under this Plan would cause the "annual additions" for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the "annual additions" under all such plans and welfare benefit funds for the Limitation Year will equal the "maximum permissible amount," and any amount in excess of the "maximum permissible amount" which would have been allocated to such Participant may be allocated to other Participants. If the "annual additions" with respect to the Participant under such other defined contribution plans, welfare benefit funds, individual medical benefit accounts and simplified employee pensions in the aggregate are equal to or greater than the

"maximum permissible amount," no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year.

(2) Prior to determining the Participant's actual 415 Compensation for the Limitation Year, the "employer" may determine the "maximum permissible amount" for a Participant on the basis of a reasonable estimation of the Participant's 415 Compensation for the Limitation Year, uniformly determined for all Participants similarly situated.

(3) As soon as is administratively feasible after the end of the Limitation Year, the "maximum permissible amount" for the Limitation Year will be determined on the basis of the Participant's actual 415 Compensation for the Limitation Year.

(4) If, pursuant to Section 4.4(b)(2), a Participant's "annual additions" under this Plan and such other plans would result in an "excess amount" for a Limitation Year, the "excess amount" will be deemed to consist of the "annual additions" last allocated, except that "annual additions" attributable to a simplified employee pension will be deemed to have been allocated first, followed by "annual additions" to a welfare benefit fund or individual medical benefit account, and then by "annual additions" to a plan subject to Code §412, regardless of the actual allocation date.

(5) If an "excess amount" was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the "excess amount" attributed to this Plan will be the product of:

- (i) the total "excess amount" allocated as of such date, times
- (ii) the ratio of (A) the "annual additions" allocated to the Participant for the Limitation Year as of such date under this Plan to (B) the total "annual additions" allocated to the Participant for the Limitation Year as of such date under this and all the other qualified defined contribution plans.

(c) **Coverage under another plan.** If the Participant is covered under another qualified defined contribution plan maintained by the "employer," "annual additions" which may be credited to the Participant's Accounts under this Plan for any Limitation Year will be limited in accordance with Section 4.4(b), unless the "employer" provides other limitations in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections).

(d) **Time when "annual additions" credited.** An "annual addition" is credited to the Account of a Participant for a particular Limitation Year if it is allocated to the Participant's Account under the Plan as of any date within that Limitation Year. However, an amount is not deemed allocated as of any date within a Limitation Year if such allocation is dependent upon participation in the Plan as of any date subsequent to such date.

For purposes of this subparagraph, "employer" contributions are treated as credited to a Participant's Account for a particular Limitation Year only if the contributions are actually made to the Plan no later than the 15th day of the tenth calendar month following the end of the calendar year or Fiscal Year (as applicable, depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends.

(e) **Definitions.** For purposes of this Section, the following terms shall be defined as follows:

(1) **"Annual additions"** means the sum credited to a Participant's Accounts for any Limitation Year of (a) "employer" contributions, (b) Employee contributions (except as provided below), (c) Forfeitures, (d) amounts allocated to an individual medical benefit account, as defined in Code §415(l)(2), which is part of a pension or annuity plan maintained by the "employer," (e) amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the "employer" and (f) allocations under a simplified employee pension. Except, however, the Compensation percentage limitation referred to in paragraph (e)(5)(ii) below shall not apply to: (1) any contribution for medical benefits (within the meaning of Code §419A(f)(2)) after separation from service which is otherwise treated as an "annual addition," or (2) any amount otherwise treated as an "annual addition" under Code §415(l)(1).

(i) **Restorative payments.** "Annual additions" for purposes of Code §415 and this Section shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered "annual additions."

(ii) **Other amounts.** "Annual additions" for purposes of Code §415 and this Section shall not include: (A) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (B) Rollover contributions (as described

in Code §§401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (C) Repayments of loans made to a Participant from the Plan; and (D) Repayments of amounts described in Code §411(a)(7)(B) (in accordance with Code §411(a)(7)(C)) and Code §411(a)(3)(D) or repayment of contributions to a governmental plan (as defined in Code §414(d)) as described in Code §415(k)(3), as well as Employer restorations of benefits that are required pursuant to such repayments.

- (2) **"Defined contribution dollar limitation"** means \$40,000 as adjusted under Code §415(d).
- (3) **"Employer"** means, for purposes of this Section, the Employer that adopts this Plan and all Affiliated Employers.
- (4) **"Excess amount"** means the excess of the Participant's "annual additions" for the Limitation Year over the "maximum permissible amount."
- (5) **"Maximum permissible amount"** means, except to the extent permitted under this Plan and Code §414(v), the maximum "annual addition" that may be contributed or allocated to a Participant's Accounts under the Plan for any Limitation Year, which shall not exceed the lesser of:
 - (i) the "defined contribution dollar limitation," or
 - (ii) one hundred percent (100%) of the Participant's 415 Compensation for the Limitation Year.

The 415 Compensation Limitation referred to in (ii) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §§401(h) or 419A(f)(2)) which is otherwise treated as an "annual addition."

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the "maximum permissible amount" will not exceed the "defined contribution dollar limitation" multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is twelve (12).

(f) **Special rules.**

(1) **Aggregation of plans.** For purposes of applying the limitations of Code §415, all defined contribution plans (without regard to whether a plan has been terminated) ever maintained by the "employer" (or a "predecessor employer") under which the Participant receives "annual additions" are treated as one defined contribution plan. For purposes of this Section:

- (i) A former "employer" is a "predecessor employer" with respect to a participant in a plan maintained by an "employer" if the "employer" maintains a plan under which the participant had accrued a benefit while performing services for the former "employer", but only if that benefit is provided under the plan maintained by the "employer". For this purpose, the "formerly affiliated plan" rules in Regulation §1.415(f)-1(b)(2) apply as if the "employer" and "predecessor employer" constituted a single employer under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately prior to the "cessation of affiliation" (and as if they constituted two, unrelated employers under the rules described in Regulation §1.415(a)-1(f)(1) and (2) immediately after the "cessation of affiliation") and "cessation of affiliation" was the event that gives rise to the "predecessor employer" relationship, such as a transfer of benefits or plan sponsorship.
- (ii) With respect to an "employer" of a Participant, a former entity that antedates the "employer" is a "predecessor employer" with respect to the Participant if, under the facts and circumstances, the "employer" constitutes a continuation of all or a portion of the trade or business of the former entity.

(2) **Break-up of an affiliated employer or an affiliated service group.** For purposes of aggregating plans for Code §415, a "formerly affiliated plan" of an "employer" is taken into account for purposes of applying the Code §415 limitations to the "employer," but the "formerly affiliated plan" is treated as if it had terminated immediately prior to the "cessation of affiliation." For purposes of this paragraph, a "formerly affiliated plan" of an "employer" is a plan that, immediately prior to the "cessation of affiliation," was actually maintained by one or more of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)), and immediately after the "cessation of affiliation," is not actually maintained by any of the entities that constitute the "employer" (as determined under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2)). For purposes of this paragraph, a "cessation of affiliation" means the event that causes an entity to no longer be aggregated with one or more other entities as a single "employer" under the employer affiliation rules described in Regulation §1.415(a)-1(f)(1) and (2) (such as the sale of a subsidiary outside a controlled group), or that causes a plan to not actually be maintained by any of the entities that constitute the "employer" under the employer affiliation rules of Regulation §1.415(a)-1(f)(1) and (2) (such as a transfer of plan sponsorship outside of a controlled group).

(3) **Mid-year aggregation.** Two or more defined contribution plans that are not required to be aggregated pursuant to Code §415(f) and the Regulations thereunder as of the first day of a Limitation Year do not fail to satisfy the requirements of Code §415 with respect to a Participant for the Limitation Year merely because they are aggregated later in that Limitation Year, provided that no "annual additions" are credited to the Participant's Account after the date on which the plans are required to be aggregated.

4.5 ADJUSTMENT FOR EXCESS ANNUAL ADDITIONS

Notwithstanding any provision of the Plan to the contrary, if the "annual additions" (as defined in Section 4.4) are exceeded for any Participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance.

4.6 ROLLOVERS

(a) **Acceptance of "rollovers" into the Plan.** If elected in the Adoption Agreement and with the consent of the Administrator, the Plan may accept a "rollover," provided the "rollover" will not jeopardize the tax-exempt status of the Plan or create adverse tax consequences for the Employer. The amounts rolled over shall be separately accounted for in a "Participant's Rollover Account." A Participant's Rollover Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees. In addition, for purposes of this Section the term Participant shall also include Former Employees if the Employer and Administrator consent to accept "rollovers" of distributions made to Former Employees from any plan of the Employer.

(b) **Treatment of "rollovers" under the Plan.** Amounts in a Participant's Rollover Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (c) below. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan.

(c) **Distribution of "rollovers."** At such time as the conditions set forth in the Adoption Agreement have been satisfied, the Administrator, at the election of the Participant, shall direct the distribution of up to the entire amount credited to the Rollover Account maintained on behalf of such Participant. Any distribution of amounts held in a Participant's Rollover Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, unless otherwise elected in the Adoption Agreement, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **"Rollovers" maintained in a separate account.** The Administrator may direct that "rollovers" made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

(e) **Limits on accepting "rollovers."** Prior to accepting any "rollovers" to which this Section applies, the Administrator may require the Employee to establish (by providing opinion of counsel or otherwise) that the amounts to be rolled over to this Plan meet the requirements of this Section. The Employer may instruct the Administrator, operationally, to limit the source of "rollover" contributions that may be accepted by the Plan.

(f) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) A "rollover" means: (i) amounts transferred to this Plan directly from another "eligible retirement plan;" (ii) distributions received by an Employee from other "eligible retirement plans" which are eligible for tax-free rollover to an "eligible retirement plan" and which are transferred by the Employee to this Plan within sixty (60) days following receipt thereof; and (iii) any other amounts which are eligible to be rolled over to this Plan pursuant to the Code or any other federally enacted legislation.

(2) An "eligible retirement plan" means an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b) (other than an endowment contract), a qualified trust (an employees' trust described in Code §401(a) which is exempt from tax under Code §501(a)), an annuity plan described in Code §403(a), an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible employer described in Code §457(e)(1)(A), and an annuity contract described in Code §403(b).

4.7 PLAN-TO-PLAN TRANSFERS FROM QUALIFIED PLANS

(a) **Transfers into this Plan.** With the consent of the Administrator, amounts may be transferred (within the meaning of Code §414(l)) to this Plan from other tax qualified plans under Code §401(a), provided the plan from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax-exempt status of the Plan or Trust or create

adverse tax consequences for the Employer. Prior to accepting any transfers to which this Section applies, the Administrator may require an opinion of counsel that the amounts to be transferred meet the requirements of this Section. The amounts transferred shall be set up in a separate account herein referred to as a "Participant's Transfer Account." Furthermore, for vesting purposes, the Participant's Transfer Account shall be treated as a separate "Participant's Account."

(b) **Accounting of transfers.** Amounts in a Participant's Transfer Account shall be held by the Trustee (or Insurer) pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to the Participant, in whole or in part, except as elected in the Adoption Agreement and Subsection (d) below, provided the restrictions of Subsection (c) below and Section 6.16 are satisfied. The Trustee (or Insurer) shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee (or Insurer) under the terms of this Plan. Notwithstanding anything in this Section to the contrary, transferred amounts are not required to be separately accounted for and may be combined with the corresponding Account maintained in this Plan provided all rights, benefits and features and other attributes are identical with respect to each account, or are identical after the combination.

(c) **Distribution of plan-to-plan transfer amounts.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary shall be entitled to receive benefits, the Participant's Transfer Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary. Any distribution of amounts held in a Participant's Transfer Account shall be made in a manner which is consistent with and satisfies the provisions of Sections 6.5 and 6.6. Furthermore, such amounts shall be considered to be part of a Participant's benefit in determining whether an involuntary cash-out of benefits may be made without Participant consent.

(d) **Segregation.** The Administrator may direct that Employee transfers made after a Valuation Date be segregated into a separate account for each Participant until such time as the allocations pursuant to this Plan have been made, at which time they may remain segregated, invested as part of the general Trust Fund or, if elected in the Adoption Agreement, directed by the Participant.

4.8 MANDATORY EMPLOYEE CONTRIBUTIONS

(a) **Mandatory Employee contributions.** An Employer may elect in the Adoption Agreement to provide for mandatory Employee contribution. If the Employer elects to provide for such contributions, each Participant, as a condition of employment, will make a mandatory Employee contribution in the amount elected in the Adoption Agreement. Alternatively, the Employer may elect to provide a range of mandatory Employee contribution percentages from which the Participant may choose to contribute. Under this option, the Employee, as a condition of employment, must make an irrevocable election to contribute a percentage of his or her Compensation no later than his or her effective date of participation. During the period of the Participant's participation in the Plan, the Participant may not revoke the election and receive cash in lieu of the contribution, nor may the Participant change the amount of the mandatory Employee contribution. Amounts attributable to mandatory Employee contributions shall be fully Vested.

(b) **Employer pick-up contribution.** If elected in the Adoption Agreement, the Employer will "pick-up" the mandatory Employee contribution and will pay the mandatory Employee contribution to the Plan as an Employer contribution. This provision is effective only after the Employer provides for the treatment of the Employee contributions as described in this paragraph, through a person authorized to take such action, and evidenced in writing by minutes of a meeting, resolution, ordinance, or other formal action by the Employer, which will effectuate the "pick-up" provision. Furthermore, as of the date of the "pick-up," Participants are not permitted to opt-out of the "pick-up" or to receive the mandatory Employee contributions directly instead of having them paid to the Plan. Mandatory Employee contributions that are "picked-up" by the Employer are excludible from the Employee's gross income.

4.9 AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS

(a) **After-tax voluntary Employee contributions.** If elected in the Adoption Agreement, each Participant may, in accordance with procedures established by the Administrator, elect to make after-tax voluntary Employee contributions to this Plan. Such contributions must generally be paid to the Trustee (or Insurer) within a reasonable period of time after being received by the Employer. An after-tax voluntary Employee contribution is any contribution made to the Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is separately accounted for under the Plan.

(b) **Full vesting.** The balance in each Participant's Voluntary Contribution Account shall be fully Vested at all times and shall not be subject to Forfeiture for any reason.

(c) **Distribution at any time.** A Participant may elect at any time to withdraw after-tax voluntary Employee contributions from such Participant's Voluntary Contribution Account and the actual earnings thereon in a manner which is consistent with and satisfies the provisions of Section 6.5. If the Administrator maintains sub-accounts with respect to after-tax voluntary Employee contributions (and earnings thereon) which were made on or before a specified date, a Participant shall be permitted to designate which sub-account shall be the source for the withdrawal. Forfeitures of Employer contributions shall not occur solely as a result of an Employee's withdrawal of after-tax voluntary Employee contributions.

In the event a Participant has received a hardship distribution under the safe harbor hardship provisions of the Code §401(k) Regulations from any plan maintained by the Employer, then the Participant shall be barred from making any after-tax voluntary

Employee contributions for a period of six (6) months after receipt of the hardship distribution. Any prior elections to make after-tax voluntary Employee contributions will become void upon the receipt of the hardship distribution that triggers the suspension period of this paragraph.

(d) **Used to provide benefits.** At Normal Retirement Date, or such other date when the Participant or the Participant's Beneficiary is entitled to receive benefits, the Participant's Voluntary Contribution Account shall be used to provide additional benefits to the Participant or the Participant's Beneficiary.

4.10 PARTICIPANT DIRECTED INVESTMENTS

(a) **Directed investment options allowed.** If permitted under Participant Direction Procedures, all Participants may direct the Trustee (or Insurer) as to the investment of all or a portion of their individual Account balances as set forth in such procedures. Participants may direct the Trustee (or Insurer), in writing (or in such other form which is acceptable to the Trustee (or Insurer)), to invest their accounts in specific assets, specific funds or other investments permitted under the Plan and the Participant Direction Procedures. That portion of the Account of any Participant that is subject to investment direction of such Participant will be considered a Participant Directed Account.

(b) **Establishment of Participant Direction Procedures.** The Administrator will establish Participant Direction Procedures, to be applied in a uniform manner, setting forth the permissible investment options under this Section, how often changes between investments may be made, and any other limitations and provisions that the Administrator may impose on a Participant's right to direct investments.

(c) **Administrative discretion.** The Administrator may, in its discretion, include or exclude by amendment or other action from the Participant Direction Procedures such instructions, guidelines or policies as it deems necessary or appropriate to ensure proper administration of the Plan, and may interpret the same accordingly.

(d) **Allocation of gains or losses.** As of each Valuation Date, all Participant Directed Accounts shall be charged or credited with the net earnings, gains, losses and expenses as well as any appreciation or depreciation in the market value using publicly listed fair market values when available or appropriate as follows:

- (1) to the extent the assets in a Participant Directed Account are accounted for as pooled assets or investments, the allocation of earnings, gains and losses of each Participant's Account shall be based upon the total amount of funds so invested in a manner proportionate to the Participant's share of such pooled investment; and
- (2) to the extent the assets in a Participant Directed Account are accounted for as segregated assets, the allocation of earnings, gains on and losses from such assets shall be made on a separate and distinct basis.

(e) **Plan will follow investment directions.** Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. No guarantee is made by the Plan, Employer, Administrator or Trustee (or Insurer) that investment directions will be processed on a daily basis, and no guarantee is made in any respect regarding the processing time of an investment direction. Notwithstanding any other provision of the Plan, the Employer, Administrator or Discretionary Trustee (or Insurer) reserves the right to not value an investment option on any given Valuation Date for any reason deemed appropriate by the Employer, Administrator or Discretionary Trustee (or Insurer). Furthermore, the processing of any investment transaction may be delayed for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of the means of the transmission of data, the failure of a service provider to timely receive values or prices, and correction for errors or omissions or the errors or omissions of any service provider) or force majeure. The processing date of a transaction will be binding for all purposes of the Plan and considered the applicable Valuation Date for an investment transaction.

(f) **Other documents required by directed investments.** Any information regarding investments available under the Plan, to the extent not required to be described in the Participant Direction Procedures, may be provided to Participants in one or more documents (or in any other form, including, but not limited to, electronic media) which are separate from the Participant Direction Procedures and are not thereby incorporated by reference into this Plan.

4.11 QUALIFIED MILITARY SERVICE

(a) **USERRA.** Notwithstanding any provisions of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code §414(u). Furthermore, loan repayments may be suspended under this Plan as permitted under Code §414(u)(4).

(b) **Benefit accrual.** If the Employer elects in the Adoption Agreement to apply this Subsection, then effective as of the date specified in the Adoption Agreement but no earlier than the first day of the 2007 Plan Year, for benefit accrual purposes, the Plan treats an individual who becomes Totally and Permanently disabled while performing "qualified military service" (as defined in Code §414(u)) with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), on

the day preceding Total and Permanent Disability and terminated employment on the actual date of death or Total and Permanent Disability.

The Plan will determine the amount of after-tax voluntary Employee contributions of an individual treated as reemployed under this Section for purposes of applying paragraph Code §414(u)(8)(C) on the basis of the individual's average actual after-tax voluntary Employee contributions for the lesser of: (1) the 12-month period of service with the Employer immediately prior to "qualified military service" (as defined in Code §414(u)); or (2) the actual length of continuous service with the Employer.

(c) **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing "qualified military service" (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of "qualified military service" but including vesting credit for such period and any other ancillary life insurance or other survivor benefits) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's "qualified military service" as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

ARTICLE V VALUATIONS

5.1 VALUATION OF THE TRUST FUND

The Administrator shall direct the Trustee (or Insurer), as of each Valuation Date, to determine the net worth of the assets comprising the Trust Fund as it exists on the Valuation Date. In determining such net worth, the Trustee (or Insurer) shall value the assets comprising the Trust Fund at their fair market value as of the Valuation Date and may deduct all expenses for which the Trustee (or Insurer) has not yet been paid by the Employer or the Trust Fund. The Trustee (or Insurer), when determining the net worth of the assets, may update the value of any shares held in a Participant Directed Account by reference to the number of shares held on behalf of the Participant, priced at the market value as of the Valuation Date.

5.2 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Administrator shall direct the Trustee (or Insurer) to value the same at the prices they were last traded on such exchange preceding the close of business on the Valuation Date. If such securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities shall be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the Valuation Date, which bid price shall be obtained from a registered broker or an investment banker. In determining the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee, the Administrator (if the Trustee is a directed Trustee), or Insurer may appraise such assets itself (assuming it has the appropriate expertise), or in its discretion, employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

ARTICLE VI DETERMINATION AND DISTRIBUTION OF BENEFITS

6.1 DETERMINATION OF BENEFITS UPON RETIREMENT

Every Participant may terminate employment with the Employer and retire for purposes hereof on the Participant's Normal Retirement Date or Early Retirement Date. However, a Participant may postpone the severance of employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations pursuant to Section 4.3, shall continue until such Participant's Retirement Date. Upon a Participant's Retirement Date, or if elected in the Adoption Agreement, the attainment of Normal Retirement Date without severance of employment with the Employer (subject to Section 6.11), or as soon thereafter as is practicable, the Administrator shall direct the distribution, at the election of the Participant, of the Participant's entire Vested interest in the Plan in accordance with Section 6.5.

6.2 DETERMINATION OF BENEFITS UPON DEATH

(a) **100% vesting on death.** Upon the death of a Participant before the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. The Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of the deceased Participant's Vested accounts to the Participant's Beneficiary.

(b) **Distribution upon death.** Upon the death of a Participant, the Administrator shall direct, in accordance with the provisions of Sections 6.6 and 6.7, the distribution of any remaining Vested amounts credited to the accounts of such deceased Participant to such Participant's Beneficiary.

(c) **Determination of death benefit by Administrator.** The Administrator may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive.

(d) **Beneficiary designation.** Each Participant must designate a Beneficiary on a form and in such manner as provided by the Administrator.

(e) **Beneficiary if no Beneficiary elected by Participant.** In the event no valid designation of Beneficiary exists, or if the Beneficiary with respect to a portion of a Participant's death benefit is not alive at the time of the Participant's death and no contingent Beneficiary has been designated, then such portion of the death benefit will be paid in the following order of priority, unless the Employer specifies a different order of priority in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), to:

- (1) The Participant's surviving Spouse;
- (2) The Participant's issue, per stirpes;
- (3) The Participant's surviving parents, in equal shares; or
- (4) The Participant's estate.

If the Beneficiary does not predecease the Participant, but dies prior to distribution of the death benefit, the death benefit will be paid to the Beneficiary's "designated Beneficiary" (or if there is no "designated Beneficiary," to the Beneficiary's estate). For purposes of these provisions, and with respect to any Beneficiary designations, adopted children shall be treated as children.

(f) **Divorce revokes spousal Beneficiary designation.** Notwithstanding anything in this Section to the contrary, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), if a Participant has designated the Spouse as a Beneficiary, then a divorce decree that relates to such Spouse shall revoke the Participant's designation of the Spouse as a Beneficiary unless the decree or a "qualified domestic relations order" (within the meaning of Code §414(p)) provides otherwise or a subsequent Beneficiary designation is made.

(g) **Simultaneous death of Participant and Beneficiary.** If a Participant and his or her Beneficiary should die simultaneously, or under circumstances that render it difficult or impossible to determine who predeceased the other, then unless the Participant's Beneficiary designation otherwise specifies, the Administrator will presume conclusively that the Beneficiary predeceased the Participant.

(h) **Slayer statute.** The Administrator may apply slayer statutes, or similar rules which prohibit inheritance by a person who murders someone from whom he or she stands to inherit, under applicable state laws.

(i) **Insured death benefit.** If the Plan provides an insured death benefit and a Participant dies before any insurance coverage to which the Participant is entitled under the Plan is effected, the death benefit from such insurance coverage shall be limited to the premium which was or otherwise would have been used for such purpose.

(j) **Plan terms control.** In the event of any conflict between the terms of this Plan and the terms of any Contract issued hereunder, the Plan provisions shall control.

6.3 DETERMINATION OF BENEFITS IN EVENT OF DISABILITY

In the event of a Participant's Total and Permanent Disability prior to the Participant's Retirement Date or other severance of employment, all amounts credited to such Participant's Combined Account shall, if elected in the Adoption Agreement, become fully Vested. In the event of a Participant's Total and Permanent Disability, the Participant's entire Vested interest in the Plan will be distributable and may be distributed in accordance with the provisions of Sections 6.5 and 6.7.

6.4 DETERMINATION OF BENEFITS UPON TERMINATION

(a) **Payment on severance of employment.** If a Participant's employment with the Employer and any Affiliated Employer is severed for any reason other than death, Total and Permanent Disability, or attainment of the Participant's Retirement Date, then such Participant shall be entitled to such benefits as are provided herein.

Distribution of the funds due to a Terminated Participant shall be made on the occurrence of an event which would result in the distribution had the Terminated Participant remained in the employ of the Employer (upon the Participant's death, Total and Permanent Disability, Early or Normal Retirement). However, at the election of the Participant, the Administrator shall direct that the entire Vested portion of the Terminated Participant's Combined Account be payable to such Terminated Participant provided the

conditions, if any, set forth in the Adoption Agreement have been satisfied. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

Regardless of whether distributions in kind are permitted, in the event the amount of the Vested portion of the Terminated Participant's Combined Account equals or exceeds the fair market value of any insurance Contracts, the Trustee (or Insurer), when so directed by the Administrator and agreed to by the Terminated Participant, shall assign, transfer, and set over to such Terminated Participant all Contracts on such Terminated Participant's life in such form or with such endorsements, so that the settlement options and forms of payment are consistent with the provisions of Section 6.5. In the event that the Terminated Participant's Vested portion does not at least equal the fair market value of the Contracts, if any, the Terminated Participant may pay over to the Trustee (or Insurer) the sum needed to make the distribution equal to the value of the Contracts being assigned or transferred, or the Trustee (or Insurer), pursuant to the Participant's election, may borrow the cash value of the Contracts from the Insurer so that the value of the Contracts is equal to the Vested portion of the Terminated Participant's Combined Account and then assign the Contracts to the Terminated Participant.

Notwithstanding the above, unless otherwise elected in the Adoption Agreement, if the value of a Terminated Participant's Vested benefit derived from Employer and Employee contributions does not exceed \$5,000 (or such lower amount as elected in the Adoption Agreement), the Administrator shall direct that the entire Vested benefit be paid to such Participant in a single lump-sum as soon as practical without regard to the consent of the Participant, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. A Participant's Vested benefit shall not include (1) qualified voluntary employee contributions within the meaning of Code §72(o)(5)(B) and (2) if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account. If a mandatory distribution is made pursuant to this paragraph and such distribution is greater than \$1,000 and the Participant does not elect to have such distribution paid directly to an "eligible retirement plan" specified by the Participant in a "direct rollover" in accordance with Section 6.14 or to receive the distribution directly, then the Administrator shall transfer such amount to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) designated by the Administrator. However, if the Participant elects to receive or make a "direct rollover" of such amount, then the Administrator shall direct the Trustee (or Insurer) to cause the entire Vested benefit to be paid to such Participant in a single lump sum, or make a "direct rollover" pursuant to Section 6.14, provided the conditions, if any, set forth in the Adoption Agreement have been satisfied. The Administrator may establish a procedure as to whether a Participant who fails to make an affirmative election with respect to a mandatory distribution of \$1,000 or less is treated as having made or not made a "direct rollover" election. For purposes of determining whether the \$1,000 threshold set forth in this paragraph is met, the mandatory distribution includes amounts in a Participant's Rollover Account. For purposes of determining whether the \$5,000 threshold in this paragraph is met, a Participant's Rollover Account is taken into account unless otherwise elected in the Adoption Agreement.

(b) **Vesting schedule.** The Vested portion of any Participant's Account shall be a percentage of such Participant's Account determined on the basis of the Participant's number of Years of Service (or Periods of Service if the elapsed time method is elected) according to the vesting schedule specified in the Adoption Agreement. However, a Participant's entire interest in the Plan shall be non-forfeitable upon the Participant's Normal Retirement Age (if the Participant is employed by the Employer on or after such date). In addition, Employee contributions (voluntary and mandatory) and contributions for sick leave/vacation leave conversions shall be fully Vested.

6.5 DISTRIBUTION OF BENEFITS

(a) **Forms of distributions.** The Administrator, pursuant to the election of the Participant, shall direct the distribution to a Participant or Beneficiary any amount to which the Participant or Beneficiary is entitled under the Plan in one or more of the following methods which are permitted pursuant to the Adoption Agreement.

- (1) One lump-sum payment in cash or in property, provided that if a distribution of property is permitted, it shall be limited to property that is specifically allocated and identifiable with respect to such Participant.
- (2) Partial withdrawals.
- (3) Payments over a period certain in monthly, quarterly, semi-annual, or annual cash installments. The period over which such payment is to be made shall not extend beyond the earlier of the Participant's life expectancy (or the joint life expectancy of the Participant and the Participant's designated Beneficiary). Once payments have begun, a Participant may elect to accelerate the payments (reduce the term and increase payments).
- (4) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and the Participant's designated Beneficiary).

(b) **Consent to distributions.** Benefits may not be paid without a Participant's consent if the value of the Participant's Accounts exceed the dollar threshold specified in the Adoption Agreement. If the value of the Participant's Accounts does not exceed such threshold, then the Administrator will distribute such benefit in a lump-sum. For purposes of this Subsection, the Participant's

Accounts shall not include, if selected in the Conditions for Distributions Upon Severance of Employment Section of the Adoption Agreement, the Participant's Rollover Account.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, whether under the Plan or through the purchase of an annuity Contract, shall be made in accordance with the requirements of Section 6.8.

(d) **Annuity Contracts.** All annuity Contracts under this Plan shall be non-transferable when distributed. Furthermore, the terms of any annuity Contract purchased and distributed to a Participant or Spouse shall comply with all of the requirements of this Plan.

(e) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Plan Section 6.8(a)(4).

6.6 DISTRIBUTION OF BENEFITS UPON DEATH

(a) **Consent.** If the value of the death benefit derived from Employer and Employee contributions does not exceed \$5,000, the Administrator shall direct the distribution of such amount to the Participant's Beneficiary in a single lump-sum as soon as practicable. If the value exceeds \$5,000, an immediate distribution of the entire amount may be made to the Beneficiary, provided such Beneficiary consents to the distribution.

(b) **Forms of distribution.** Death benefits may be paid to a Participant's Beneficiary in one of the following optional forms of benefits subject to the rules specified in Section 6.8 and the elections made in the Adoption Agreement. Such optional forms of distributions may be elected by the Participant. However, if no optional form of distribution was elected by the Participant prior to death, then the Participant's Beneficiary may elect the form of distribution.

(1) One lump-sum payment in cash or in property that is allocated to the Accounts of the Participant at the time of the distribution.

(2) Partial withdrawals.

(3) Payment in monthly, quarterly, semi-annual, or annual cash installments over a period to be determined by the Participant or the Participant's Beneficiary. In order to provide such installment payments, the Administrator may (A) segregate the aggregate amount thereof in a separate, federally insured savings account, certificate of deposit in a bank or savings and loan association, money market certificate or other liquid short-term security or (B) purchase a nontransferable annuity Contract for a term certain (with no life contingencies) providing for such payment. After periodic installments commence, the Beneficiary shall have the right to reduce the period over which such periodic installments shall be made, and the cash amount of such periodic installments shall be adjusted accordingly.

(4) In the form of an annuity over the life expectancy of the Beneficiary.

(c) **Required minimum distributions (Code §401(a)(9)).** Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall comply with the requirements of Section 6.8.

(d) **Payment to a child.** For purposes of this Section, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority.

(e) **Voluntary Contribution Account.** In the event that less than one hundred percent (100%) of a Participant's interest in the Plan is distributed to such Participant's Spouse, the portion of the distribution attributable to the Participant's Voluntary Contribution Account shall be in the same proportion that the Participant's Voluntary Contribution Account bears to the Participant's total interest in the Plan.

(f) **TEFRA 242(b)(2) election.** The provisions of this Section shall not apply to distributions made in accordance with Section 6.8(a)(4).

6.7 TIME OF DISTRIBUTION

Except as limited by Section 6.8, whenever a distribution is to be made, or a series of payments are to commence, the distribution or series of payments may be made or begun as soon as practicable. Notwithstanding anything in the Plan to the contrary, unless a Participant otherwise elects, payments of benefits under the Plan will be begun not later than the later of the sixtieth (60th) day after the close of the Plan Year in which the latest of the following events occurs: (a) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (b) the tenth (10th) anniversary of the year in which the Participant commenced participation in the Plan; or (c) the date the Participant terminates service with the Employer. The failure of a Participant to request a distribution shall be deemed to be an election to defer the commencement of payment of any benefit until the time otherwise permitted under the Plan.

6.8 REQUIRED MINIMUM DISTRIBUTIONS

(a) General rules

(1) **Effective Date.** Subject to the good faith interpretation standard, the requirements of this Section shall apply to any distribution of a Participant's interest in the Plan and will take precedence over any inconsistent provisions of this Plan.

(2) **Requirements of Treasury Regulations incorporated.** All distributions required under this Section will be determined and made in accordance with the Regulations under Code §401(a)(9) and the minimum distribution incidental benefit requirement of Code §401(a)(9)(G).

(3) **Limits on distribution periods.** As of the first "distribution calendar year," distributions to a Participant may only be made in accordance with the selections made in the Form of Distributions Section of the Adoption Agreement. If such distributions are not made in a single-sum, then they may only be made over one of the following periods: (i) the life of the Participant, (ii) the joint lives of the Participant and a "designated Beneficiary," (iii) a period certain not extending beyond the "life expectancy" of the Participant, or (iv) a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a "designated Beneficiary."

(4) TEFRA Section 242(b)(2) elections.

(i) Notwithstanding the other provisions of this Section, other than the Spouse's right of consent afforded under the Plan, distributions may be made on behalf of any Participant, including a five percent (5%) owner, who has made a designation in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and in accordance with all of the following requirements (regardless of when such distribution commences):

(A) The distribution by the Plan is one which would not have disqualified such Plan under Code §401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(B) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(C) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(D) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(E) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(ii) A distribution upon death will not be covered by the transitional rule of this Subsection unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(iii) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in (i)(A) and (i)(E) of this Subsection.

(iv) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code §401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code §401(a)(9) and the Regulations thereunder, but for the Section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(v) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation §1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

(5) **Good faith interpretation standard.** In applying any provision of this section, the Plan will apply a reasonable good faith interpretation of Code §401(a)(9).

(b) **Time and manner of distribution**

(1) **Required beginning date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date."

(2) **Death of Participant before distributions begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows as elected in the Distributions Upon Death Section of the Adoption Agreement (or if no election is made, then the Beneficiary may elect either the lifetime method or the five-year method):

(i) **Lifetime method (Spouse).** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," then, except as otherwise provided herein, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(ii) **Lifetime method (non-Spouse).** If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," then, except as provided in Section 6.8(b)(3) below, distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(iii) **Five-year method.** If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death or if otherwise elected pursuant to the Adoption Agreement with respect to a "designated Beneficiary," the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iv) **Death of Spouse.** If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary" and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 6.8(b)(2), other than Section 6.8(b)(2)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 6.8(b)(2) and Section 6.8(b)(3), unless Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the Participant's "required beginning date." If Section 6.8(b)(2)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the "required beginning date," as of the first "distribution calendar year" distributions will be made in accordance with Sections 6.8(c) and 6.8(d) and only in a form of distribution provided in Section 6.5 or 6.6, as applicable. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Regulations thereunder.

(c) **Required minimum distributions during Participant's lifetime**

(1) **Amount of required minimum distribution for each "distribution calendar year."** During the Participant's lifetime, the minimum amount that will be distributed for each "distribution calendar year" is the lesser of the following, as elected in the Form of Distributions Section of the Adoption Agreement:

(i) the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Regulation §1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or

(ii) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's Spouse, the quotient obtained by dividing the "Participant's account balance" by the number in the Joint and Last Survivor Table set forth in Regulation §1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the "distribution calendar year."

(2) **Lifetime required minimum distributions continue through year of Participant's death.** Required minimum distributions will be determined under this Section 6.8(c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(d) **Required minimum distributions after Participant's death**

(1) **Death on or after date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as follows:

(A) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," the remaining "life expectancy" of the surviving Spouse is calculated for each "distribution calendar year" after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For "distribution calendar years" after the year of the surviving Spouse's death, the remaining "life expectancy" of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving Spouse is not the Participant's sole "designated Beneficiary," the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) **No "designated Beneficiary."** If the Participant dies on or after the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) **Death before date distributions begin.**

(i) **Participant survived by "designated Beneficiary."** Except as provided in Section 6.8(b)(3), if the Participant dies before the date distributions begin and there is a "designated Beneficiary," the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary," determined as provided in Section 6.8(d)(1).

(ii) **No "designated Beneficiary."** If the Participant dies before the date distributions begin and there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) **Death of surviving Spouse before distributions to surviving Spouse are required to begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole "designated Beneficiary," and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 6.8(b)(2)(i), this Section 6.8(d)(2) will apply as if the surviving Spouse were the Participant.

(e) **Definitions.** For purposes of this Section, the following definitions apply:

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the "designated Beneficiary" under Code §401(a)(9) and Regulation §1.401(a)(9)-4.

(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year immediately preceding the calendar year which contains the Participant's "required beginning date." For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under Section 6.8(b). The required minimum distribution for the Participant's first "distribution calendar year" will be made on or before the Participant's "required beginning date." The required minimum distribution for other "distribution calendar years," including the required minimum distribution for the "distribution calendar year" in which the Participant's "required beginning date" occurs, will be made on or before December 31 of that "distribution calendar year."

(3) "Life expectancy" means the life expectancy as computed by use of the Single Life Table in Regulation §1.401(a)(9)-9.

(4) "Participant's account balance" means the Participant's account balance as of the last Valuation Date in the calendar year immediately preceding the "distribution calendar year" (valuation calendar year) increased by the amount of any contributions made and allocated or Forfeitures allocated to the account balance as of the dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. For this purpose, the Administrator may exclude contributions that are allocated to the account balance as of dates in the valuation calendar year after the Valuation Date, but that are not actually made during the valuation calendar year. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the "distribution calendar year" if distributed or transferred in the valuation calendar year.

(5) "Required beginning date" means, except as otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), with respect to any Participant, April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70 1/2 or the calendar year in which the Participant retires.

(f) Waiver of 2009 required distributions

(1) **Suspension of RMDs unless otherwise elected by Participant.** This paragraph does not apply if the Employer elected options a., b., or c. at the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the "2009 RMDs" or (ii) one or more payments in a series of substantially equal distributions (that include the "2009 RMDs") made at least annually and expected to last for the life (or "life expectancy") of the Participant, the joint lives (or joint "life expectancy") of the Participant and the Participant's "designated Beneficiary," or for a period of at least 10 years ("Extended 2009 RMDs"), did not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to receive the distributions described in the preceding sentence.

(2) **Continuation of RMDs unless otherwise elected by Participant.** This paragraph applies if the Employer elected option b. at the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (i) equal to the "2009 RMDs" or (ii) one or more payments in a series of substantially equal distributions (that include the "2009 RMDs") made at least annually and expected to last for the life (or "life expectancy") of the Participant, the joint lives (or joint "life expectancy") of the Participant and the Participant's "designated Beneficiary," or for a period of at least 10 years ("Extended 2009 RMDs"), did not receive those distributions for 2009 unless the Participant or Beneficiary choose not to receive such distributions. Participants and Beneficiaries described in the preceding sentence were given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(3) **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in the WRERA – RMD Waivers for 2009 Section of the Adoption Agreement, were treated as eligible rollover distributions. If no election was made by the Employer in the Adoption Agreement, then a direct rollover was offered only for distributions that would have been eligible rollover distributions without regard to Code §401(a)(9)(H).

6.9 DISTRIBUTION FOR MINOR OR INCOMPETENT INDIVIDUAL

If, in the opinion of the Administrator, a Participant or Beneficiary entitled to a distribution is not able to care for his her affairs because of a mental condition, a physical condition, or by reason of age, Administrator shall direct the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative, upon furnishing evidence of such status satisfactory to the Administrator. The Administrator and the Trustee (or Insurer) do not have any liability with respect to payments so made and neither the Administrator nor the Trustee (or Insurer) has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

6.10 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or Beneficiary hereunder shall, at the later of the Participant's attainment of age 62 or Normal Retirement Age, remain unpaid solely by reason of the inability of the Administrator to ascertain the whereabouts of such Participant or Beneficiary, the amount so distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). In addition, if the Plan provides for mandatory distributions and the amount to be distributed to a Participant or Beneficiary does not exceed \$1,000, then the amount distributable may, in the sole discretion of the Administrator, either be treated as a Forfeiture, or be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) at the time it is determined that the whereabouts of the Participant or the Participant's Beneficiary cannot be ascertained. In the event a Participant or Beneficiary is located subsequent to the Forfeiture, such benefit shall be restored, first

from Forfeitures, if any, and then from an additional Employer contribution if necessary. Upon Plan termination, the portion of the distributable amount that is an "eligible rollover distribution" as defined in Section 6.14(b)(1) may be paid directly to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b). However, regardless of the preceding, a benefit that is lost by reason of escheat under applicable state law is not treated as a Forfeiture for purposes of this Section nor as an impermissible forfeiture under the Code.

6.11 IN-SERVICE DISTRIBUTION

If elected in the Adoption Agreement, at such time as the conditions set forth in the Adoption Agreement have been satisfied, then the Administrator, at the election of a Participant who has not severed employment with the Employer, shall direct the distribution of up to the entire Vested amount then credited to the Accounts as elected in the Adoption Agreement maintained on behalf of such Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. In the event that the Administrator makes such a distribution, the Participant shall continue to be eligible to participate in the Plan on the same basis as any other Employee. Any distribution made pursuant to this Section shall be made in a manner consistent with Section 6.5. Furthermore, if an in-service distribution is permitted from more than one account type, the Administrator may determine any ordering of a Participant's in-service distribution from such accounts.

6.12 ADVANCE DISTRIBUTION FOR HARDSHIP

(a) **Hardship events.** For 401(a) Plans, if elected in the Adoption Agreement, the Administrator, at the election of the Participant, shall direct the distribution to any Participant in any one Plan Year up to the lesser of 100% of the Vested interest of the Accounts selected in the Adoption Agreement, valued as of the last Valuation Date or the amount necessary to satisfy the immediate and heavy financial need of the Participant. For purposes of this Section, a Participant shall include an Employee who has an Account balance in the Plan. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Account from which the distribution is made shall be reduced accordingly. Withdrawal under this Section shall be authorized only if the distribution is for an immediate and heavy financial need. The Administrator will determine whether there is an immediate and heavy financial need based on the facts and circumstances. An immediate and heavy financial need includes, but is not limited to, a distribution for one of the following:

- (1) Expenses for (or necessary to obtain) medical care (as defined in Code §213(d));
- (2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents (as defined in Code §152, and without regard to Code §152(d)(1)(B));
- (4) Payment of tuition, related educational fees, and room and board expenses, for up to the next twelve (12) months of post-secondary education for the Participant, the Participant's Spouse, children, or dependents (as defined in Code §152, and without regard to Code §§152(b)(1), (b)(2), and (d)(1)(B));
- (5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence; or
- (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code §165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(b) **Beneficiary-based distribution.** If elected in the Adoption Agreement, then effective as of the date specified in the Adoption Agreement, but no earlier than August 17, 2006, a Participant's hardship event includes an immediate and heavy financial need of the Participant's "primary Beneficiary under the Plan," that would constitute a hardship event if it occurred with respect to the Participant's Spouse or dependent as defined under Code §152 (such hardship events being limited to educational expenses, funeral expenses and certain medical expenses). For purposes of this Section, a Participant's "primary Beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan (by the Participant or pursuant to Section 6.2(d)) and has an unconditional right to all or a portion of the Participant's Account balance under the Plan upon the Participant's death.

(c) **Other limits and conditions.** If elected in the Adoption Agreement, no distribution shall be made pursuant to this Section from the Participant's Account until such Account has become fully Vested. Furthermore, if a hardship distribution is permitted from more than one Account, the Administrator may determine any ordering of a Participant's hardship distribution from such Accounts.

(d) **Distribution rules apply.** Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provisions of Section 6.5.

6.13 QUALIFIED DOMESTIC RELATIONS ORDER DISTRIBUTION

All benefits provided to a Participant in this Plan shall be subject to the rights afforded to any Alternate Payee under a "qualified domestic relations order." Furthermore, unless otherwise elected in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections) a distribution to an Alternate Payee shall be permitted if such distribution is authorized by a "qualified domestic relations order," even if the affected Participant has not reached the "earliest retirement age." For the purposes of this Section, "qualified domestic relations order" and "earliest retirement age" shall have the meanings set forth under Code §414(p). For purposes of this Section, however, a distribution that is made pursuant to a domestic relations order which meets the requirements of Code §414(p)(1)(A)(i) will be treated as being made pursuant to a "qualified domestic relations order."

Effective as of April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a "qualified domestic relations order" will not fail to be a "qualified domestic relations order": (i) solely because the order is issued after, or revises, another domestic relations order or "qualified domestic relations order"; or (ii) solely because of the time at which the order is issued, including issuance after the Annuity Starting Date or after the Participant's death.

6.14 DIRECT ROLLOVERS

(a) **Right to direct rollover.** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover." However, if less than the entire amount of the "eligible rollover distribution" is being paid directly to an "eligible retirement plan," then the Administrator may require that the amount paid directly to such plan be at least \$500.

(b) **Definitions.** For purposes of this Section, the following definitions shall apply:

(1) **Eligible rollover distribution.** An "eligible rollover distribution" means any distribution described in Code §402(c)(4) and generally includes any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" "designated Beneficiary," or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code §401(a)(9); any hardship distribution; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution reasonably expected to total less than \$200 during a year. For purposes of the \$200 rule, a distribution from a designated Roth account and a distribution from other accounts under the Plan may be treated as made under separate plans. In addition, Section 6.8(f)(2) applies with respect to distributions made in 2009.

Notwithstanding the above, a portion of a distribution shall not fail to be an "eligible rollover distribution" merely because the portion consists of after-tax voluntary Employee contributions which are not includible in gross income. However, such portion may be transferred only to:

- (i) a traditional individual retirement account or annuity described in Code §408(a) or (b) (a "traditional IRA")
- (ii) for taxable years beginning after December 31, 2006, a Roth individual account or annuity described in Code §408A (a "Roth IRA"), or
- (iii) a qualified defined contribution plan or an annuity contract described in Code §401(a) or Code §403(b), respectively, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) **Eligible retirement plan.** An "eligible retirement plan" is a "traditional IRA," for distributions made after December 31, 2007, a "Roth IRA," a qualified trust (an employees' trust) described in Code §401(a) which is exempt from tax under Code §501(a), an annuity plan described in Code §403(a), an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision and which agrees to separately account for amounts transferred into such plan from this Plan, and an annuity contract described in Code §403(b), that accepts the "distributee's" "eligible rollover distribution." The definition of "eligible retirement plan" shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is an Alternate Payee. If any portion of an "eligible rollover distribution" is attributable to payments or distributions from a designated Roth account, an "eligible retirement plan" with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a "distributee" who is a non-Spouse designated Beneficiary, (i) the "direct rollover" may be made only to a traditional or Roth individual retirement account or an annuity described in Code §408(b) ("IRA") that is established on behalf of the designated non-Spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11), and (ii) the

determination of any required minimum distribution required under Code §401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18.

(3) **Distributee.** A "distributee" includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving Spouse and the Employee's or Former Employee's Spouse or former Spouse who is the Alternate Payee, are "distributees" with regard to the interest of the Spouse or former Spouse.

(4) **Direct rollover.** A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

(c) **Participant notice.** A Participant entitled to an "eligible rollover distribution" must receive a written explanation of the right to a "direct rollover," the tax consequences of not making a "direct rollover," and, if applicable, any available special income tax elections. The notice must be provided no less than thirty (30) days and no more than one-hundred eighty (180) (ninety (90) for Plan Years beginning before January 1, 2007) days before the Annuity Starting Date. The "direct rollover" notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than \$200.

(d) **Non-Spouse Beneficiary rollover right.** For distributions after December 31, 2009, and unless otherwise elected in the Adoption Agreement, for distributions after December 31, 2006, a non-Spouse Beneficiary who is a "designated Beneficiary" under Code §401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion an "eligible rollover distribution" to an IRA the Beneficiary establishes for purposes of receiving the distribution.

(1) **Certain requirements not applicable.** Any distribution made prior to January 1, 2010 is not subject to the "direct rollover" requirements of Code §401(a)(31) (including Code §401(a)(31)(B), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)).

(2) **Trust Beneficiary.** If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a "designated Beneficiary."

6.15 RESTRICTIONS ON DISTRIBUTION OF ASSETS TRANSFERRED FROM A MONEY PURCHASE PLAN

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's retirement, death, Total and Permanent Disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code §414(l), to this Plan from a money purchase pension plan qualified under Code §401(a) (other than any portion of those assets and liabilities attributable to after-tax voluntary Employee contributions or to a direct or indirect rollover contribution). Notwithstanding anything in the Plan to the contrary, effective with respect to Plan Years beginning after June 30, 2008, a Participant may not obtain an in-service distribution with respect to such transferred amounts prior to the earlier of the Participant's Normal Retirement Age or attainment of age 62.

6.16 CORRECTIVE DISTRIBUTIONS

Nothing in this Article shall preclude the Administrator from making a distribution to a Participant, to the extent such distribution is made to correct a qualification defect in accordance with the corrective procedures under the IRS' Employee Plans Compliance Resolution System or any other voluntary compliance programs established by the IRS.

6.17 HEART ACT

(a) **Death benefits.** In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA) immediately prior to the Participant's death.

(b) **Military Differential Pay.** For years beginning after December 31, 2008: (1) an individual receiving Military Differential Pay is treated as an Employee of the Employer making the payment; (2) the Military Differential Pay is treated as 415 Compensation (and Compensation unless otherwise elected in the Adoption Agreement); and (3) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding Plan provisions) by reason of any contribution or benefit which is based on the Military Differential Pay. The Administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any matching contributions, attributable to Military Differential Pay.

(c) **Deemed Severance.** Notwithstanding Subsection (b)(1) above, if elected in the Adoption Agreement, a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the

Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not attributable to Employer contributions to a money purchase pension plan. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder.

6.18 SERVICE CREDIT

The Administrator, upon Participant request, may direct the transfer of all or a portion of the Participant's Account to a governmental defined benefit plan (as defined in Code §414(d)) in which he or she participates for the purchase of permissive service credit (as defined in Code §415(n)(3)(A)).

ARTICLE VII TRUSTEE AND CUSTODIAN

7.1 BASIC RESPONSIBILITIES OF THE TRUSTEE

(a) **Application of Article.** The provisions of this Article, other than Section 7.6, shall not apply to this Plan if a separate trust agreement is being used. Furthermore, the provisions of this Article, other than Sections 7.5 and 7.6, shall not apply if the Plan is fully insured. If the Employer has appointed two or more Trustees to hold Plan assets, then each Trustee shall be the Trustee only with respect to those Plan assets specifically deposited by the Employer in the Trust Fund for which such Trustee is the trustee. References in the Plan to the responsibilities, power or duties of the Trustee and any other provisions in the Plan relating to the Trustee shall be interpreted as applying to each Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Plan assets other than the assets for which it serves as Trustee.

(b) **No Duty to collect contributions.** The Trustee is accountable to the Employer for the funds contributed to the Plan by the Employer, but the Trustee does not have any duty to see that the contributions received comply or are deposited in accordance with the provisions of the Plan.

(c) **Reliance on Administrator's directions.** The Trustee will credit and distribute the Trust Fund as directed by the Administrator. The Trustee is not obligated to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or whether the manner of making any payment or distribution is proper. The Trustee is accountable only to the Administrator for any payment or distribution made by it in good faith on the order or direction of the Administrator.

(d) **Directions by others.** In the event that the Trustee shall be directed by a Participant (pursuant to the Participant Direction Procedures if the Plan permits Participant directed investments), the Employer, or an Investment Manager or other agent appointed by the Employer with respect to the investment of any or all Plan assets, the Trustee shall have no liability with respect to the investment of such assets, but shall be responsible only to execute such investment instructions as so directed.

(1) The Trustee shall be entitled to rely fully on the written (or other form acceptable to the Administrator and the Trustee, including but not limited to, voice recorded) instructions of a Participant (pursuant to the Participant Direction Procedures), the Employer, or any fiduciary or nonfiduciary agent of the Employer, in the discharge of such duties, and shall not be liable for any loss or other liability resulting from such direction (or lack of direction) of the investment of any part of the Plan assets.

(2) The Trustee may delegate the duty of executing such instructions to any nonfiduciary agent, which may be an affiliate of the Trustee or any Plan representative.

(3) The Trustee may refuse to comply with any direction from the Participant in the event the Trustee, in its sole and absolute discretion, deems such direction improper by virtue of applicable law. The Trustee shall not be responsible or liable for any loss or expense that may result from the Trustee's refusal or failure to comply with any direction from the Participant.

(4) Any costs and expenses related to compliance with the Participant's directions shall be borne by the Participant's Directed Account, unless paid by the Employer.

(5) Notwithstanding anything herein above to the contrary, the Trustee shall not invest any portion of a Participant's Directed Account in "collectibles" within the meaning of Code §408(m).

(e) **Records.** The Trustee will maintain records of receipts and disbursements and furnish to the Employer and/or Administrator for each Plan Year a written annual report pursuant to Section 7.9.

(f) **Employment of bank or trust company.** The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record-keeping nature.

(g) **Payment of expenses.** The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Plan, and the Trustee may act or refrain from acting on the advice or opinion of any such person.

7.2 INVESTMENT POWERS AND DUTIES OF DISCRETIONARY TRUSTEE

(a) **Discretionary authority.** This Section applies if the Employer, in the Adoption Agreement or as otherwise agreed upon by the Employer and the Trustee, designates the Trustee to administer all or a portion of the trust as a Discretionary Trustee. If so designated, then the Trustee has the discretion and authority to invest, manage, and control those Plan assets except, however, with respect to those assets which are subject to the investment direction of a Participant (if Participant directed investments are permitted), or an Investment Manager, the Administrator, or other agent appointed by the Employer. The exercise of any investment discretion hereunder shall be consistent with the "funding policy and method" determined by the Employer.

(b) **Duties.** The Trustee shall, except as otherwise provided in this Plan, invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to, common or preferred stocks, open-end or closed-end mutual funds, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. The Trustee shall at all times in making investments of the Trust Fund consider, among other factors, the short and long-term financial needs of the Plan on the basis of information furnished by the Employer. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Plan and Trust. The Trustee shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(c) **Powers.** The Trustee, in addition to all powers and authorities under common law, statutory authority and other provisions of this Plan, shall have the following powers and authorities to be exercised in the Trustee's sole discretion:

- (1) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;
- (2) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (3) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (4) To cause any securities or other property to be registered in the Trustee's own name, or in the name of a nominee or in a street name provided such securities or other property are held on behalf of the Plan by (i) a bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer, or (iii) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act of 1934;
- (5) To invest in a common, collective, or pooled trust fund (the provisions of which are incorporated herein by reference) maintained by any Trustee (or any affiliate of such Trustee) hereunder pursuant to Revenue Ruling 81-100 (as modified by Rev. Rul. 2011-1 or any subsequent guidance), all or such part of the Trust Fund as the Trustee may deem advisable, and the part of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The name of the trust fund may be specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections). The Trustee may withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Trustee may deem advisable;
- (6) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (7) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

- (8) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (9) To settle, compromise, or submit to arbitration (provided such arbitration does not apply to qualification issues nor to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (10) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agents or counsel may or may not be an agent or counsel for the Employer;
- (11) To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a 401(a) Plan, on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity, or other Contracts as and when entitled to do so under the provisions thereof;
- (12) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest or in cash or cash balances without liability for interest thereon, including the specific authority to invest in any type of deposit of the Trustee (or of a financial institution related to the Trustee);
- (13) To invest in Treasury Bills and other forms of United States government obligations;
- (14) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange regardless of whether such options are covered;
- (15) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations including the specific authority to make deposit into any savings accounts or certificates of deposit of the Trustee (or a financial institution related to the Trustee);
- (16) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any Affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests; and
- (17) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.
- (d) **Appointment of Investment Manager or others.** The Trustee may appoint, at its option, an Investment Manager, investment adviser, or other agent to provide direction to the Trustee with respect to the investment of any or all of the Plan assets. Such appointment shall be in writing and shall specifically identify the Plan assets with respect to which the Investment Manager or other agent shall have the authority to direct the investment.

7.3 INVESTMENT POWERS AND DUTIES OF NONDISCRETIONARY TRUSTEE

(a) **No discretionary powers.** This Section applies if the Employer, in the Adoption Agreement or as otherwise agreed upon by the Employer and the Trustee, designates the Trustee to administer all or a portion of the trust as a nondiscretionary Trustee. If so designated, then the Trustee shall have no discretionary authority to invest, manage, or control those Plan assets, but must act solely as a Directed Trustee of those Plan assets. A nondiscretionary Trustee, as Directed Trustee of the Plan funds it holds, is authorized and empowered, by way of limitation, with the powers, rights and duties set forth herein, each of which the nondiscretionary Trustee exercises solely as Directed Trustee in accordance with the direction of the party which has the authority to manage and control the investment of the Plan assets. If no directions are provided to the Trustee, the Employer will provide necessary direction. Furthermore, the Employer and the nondiscretionary Trustee may, in writing, limit the powers of the nondiscretionary Trustee to any combination of powers listed within this Section. The party which has the authority to manage and control the investment of the Plan assets shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(b) **Powers.** The Trustee, in addition to all powers and authorities under common law, statutory authority and other provisions of this Plan, shall have the following powers and authorities:

- (1) To invest the assets, without distinction between principal and income, in securities or property, real or personal, wherever situated, including, but not limited to, common or preferred stocks, open-end or closed-end mutual funds, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code so that at all times this Plan may qualify as a qualified Plan and Trust;
- (2) To purchase, or subscribe for, any securities or other property and to retain the same. In conjunction with the purchase of securities, margin accounts may be opened and maintained;
- (3) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;
- (4) At the direction of the party which has the authority or discretion, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate powers, and pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;
- (5) To cause any securities or other property to be registered in the Trustee's own name, or in the name of a nominee or in a street name provided such securities or other property are held on behalf of the Plan by (i) a bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer, or (iii) a clearing agency as defined in Section 3(a)(23) of the Securities Exchange Act of 1934;
- (6) To invest in a common, collective, or pooled trust fund (the provisions of which are incorporated herein by reference) maintained by any Trustee (or any affiliate of such Trustee) hereunder pursuant to Revenue Ruling 81-100 (as modified by Rev. Rul. 2011-1 or any subsequent guidance), all or such part of the Trust Fund as the party which has the authority to manage and control the investment of the assets shall deem advisable, and the part of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The name of the trust fund may be specified in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections);
- (7) To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;
- (8) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (9) To settle, compromise, or submit to arbitration (provided such arbitration does not apply to qualification issues nor to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;
- (10) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be an agent or counsel for the Employer;
- (11) To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a 401(a) Plan, on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Administrator shall deem proper; to exercise, at the direction of the person with the authority to do so, whatever rights and privileges may be granted under such annuity or other Contracts; to collect, receive, and settle for the proceeds of all such annuity or other Contracts as and when entitled to do so under the provisions thereof;
- (12) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest or in cash or cash balances without liability for interest thereon, including the specific authority to invest in any type of deposit of the Trustee (or of a financial institution related to the Trustee);
- (13) To invest in Treasury Bills and other forms of United States government obligations;

(14) To sell, purchase and acquire put or call options if the options are traded on and purchased through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, or, if the options are not traded on a national securities exchange, are guaranteed by a member firm of the New York Stock Exchange regardless of whether such options are covered;

(15) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations including the specific authority to make deposit into any savings accounts or certificates of deposit of the Trustee (or a financial institution related to the Trustee); and

(16) To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any Affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

(c) The Trustee shall have no responsibility to enforce the collection from the Employer of any contribution to the Plan or determine the correctness of the amount or timing any contribution. The Employer is responsible for transmitting contributions to the Trustee at such times and in such manner as is mutually agreed upon by the Employer and the Trustee and as required by the Plan and applicable law.

7.4 POWERS AND DUTIES OF CUSTODIAN

The Employer may appoint a Custodian of the Plan assets. A Custodian has the same powers, rights and duties as a nondiscretionary Trustee. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the context of the Plan indicates otherwise. A limitation of the Trustee's liability by Plan provision also acts as a limitation of the Custodian's liability. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Administrator, the Employer, an Investment Manager, a fiduciary or other third party with authority to provide direction to the Custodian. The resignation or removal of the Custodian shall be made in accordance with Section 7.11 as though the Custodian were a Trustee.

7.5 LIFE INSURANCE

(a) **Permitted insurance.** The Trustee (or Insurer), in accordance with operational procedures of the Administrator, shall ratably apply for, own, and pay all premiums on Contracts on the lives of the Participants or, in the case of a 401(a) Plan, on the life of a member of the Participant's family or on the joint lives of a Participant and a member of the Participant's family. Furthermore, if a Contract is purchased on the joint lives of the Participant and another person and such other person predeceases the Participant, then the Contract may not be maintained under this Plan. Any initial or additional Contract purchased on behalf of a Participant shall have a face amount of not less than \$1,000, an amount set forth in the Administrator's procedures, or the limitation of the Insurer, whichever is greater. If a life insurance Contract is to be purchased for a Participant, then the aggregate premium for ordinary life insurance for each Participant must be less than 50% of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. For purposes of this limitation, ordinary life insurance Contracts are Contracts with both non-decreasing death benefits and non-increasing premiums. If term insurance or universal life insurance is purchased, then the aggregate premium must be 25% or less of the aggregate contributions and Forfeitures allocated to the Participant's Combined Account. If both term insurance and ordinary life insurance are purchased, then the premium for term insurance plus one-half of the premium for ordinary life insurance may not in the aggregate exceed 25% of the aggregate Employer contributions and Forfeitures allocated to the Participant's Combined Account. Notwithstanding the preceding, the limitations imposed herein with respect to the purchase of life insurance shall not apply, in the case of a 401(a) Plan, to the portion of the Participant's Account that has accumulated for at least two (2) Plan Years or to the entire Participant's Account if the Participant has been a Participant in the Plan for at least five (5) years. In addition, amounts transferred to this Plan in accordance with Section 4.6(f)(1)(ii) or (iii) and a Participant's Voluntary Contribution Account may be used to purchase Contracts without limitation. Thus, amounts that are not subject to the limitations contained herein may be used to purchase life insurance on any person in whom a Participant has an insurable interest or on the joint lives of a Participant and any person in whom the Participant has an insurable interest, and without regard to the amount of premiums paid to purchase any life insurance hereunder.

(b) **Contract conversion at retirement.** The Trustee (or Insurer) must distribute any Contracts to the Participant or convert the entire value of the Contracts at or before retirement into cash or provide for a periodic income so that no portion of such value may be used to continue life insurance protection beyond the date on which benefits commence.

(c) **Limitations on purchase.** No life insurance Contracts shall be required to be obtained on an individual's life if, for any reason (other than the nonpayment of premiums) the Insurer will not issue a Contract on such individual's life.

(d) **Proceeds payable to plan.** The Trustee (or Insurer) will be the owner of any life insurance Contract purchased under the terms of this Plan. The Contract must provide that the proceeds will be payable to the Trustee (or Insurer); however, the Trustee (or Insurer) shall be required to pay over all proceeds of the Contract to the Participant's "designated Beneficiary" in accordance with the distribution provisions of Article VI. A Participant's Spouse will be the "designated Beneficiary" pursuant to Section 6.2, unless

a qualified election has been made in accordance with Sections 6.5 and 6.6 of the Plan, if applicable. Under no circumstances shall the Trust retain any part of the proceeds that are in excess of the cash surrender value immediately prior to death. However, the Trustee (or Insurer) shall not pay the proceeds in a method that would violate the requirements of the Retirement Equity Act of 1984, as stated in Article VI of the Plan, or Code §401(a)(9) and the Regulations thereunder. In the event of any conflict between the terms of this Plan and the terms of any insurance Contract purchased hereunder, the Plan provisions shall control.

(e) **No responsibility for act of Insurer.** The Employer, the Administrator and the Trustee shall not be responsible for the validity of the provisions under a Contract issued hereunder or for the failure or refusal by the Insurer to provide benefits under such Contract. The Employer, Administrator and the Trustee are also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the Contract or which renders the Contract invalid or unenforceable in whole or in part.

7.6 LOANS TO PARTICIPANTS

(a) **Permitted Loans.** The Trustee (or the Administrator if the Trustee is a nondiscretionary Trustee or if loans are treated as Participant directed investments) may, in the Trustee's (or, if applicable, the Administrator's) sole discretion, make loans to Participants. If loans are permitted, then the following shall apply: (1) loans shall be made available to all Participants on a reasonably equivalent basis; (2) loans shall bear a reasonable rate of interest; (3) loans shall be adequately secured; and (4) loans shall provide for periodic repayment over a reasonable period of time. Furthermore, no Participant loan shall exceed the Participant's Vested interest in the Plan. For purposes of this Section, the term Participant shall include any Eligible Employee who is not yet a Participant, if, pursuant to the Adoption Agreement, "rollovers" are permitted to be accepted from Eligible Employees.

(b) **Prohibited assignment or pledge.** An assignment or pledge of any portion of a Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance Contract purchased under the Plan, shall be treated as a loan under this Section.

(c) **Loan program.** The Administrator shall be authorized to establish a Participant loan program to provide for loans under the Plan. In order for the Administrator to implement such loan program, a separate written document forming a part of this Plan must be adopted, which document shall specifically include, but need not be limited to, the following:

- (1) the identity of the person or positions authorized to administer the Participant loan program;
- (2) a procedure for applying for loans;
- (3) the basis on which loans will be approved or denied;
- (4) limitations, if any, on the types and amounts of loans offered;
- (5) the procedure under the program for determining a reasonable rate of interest;
- (6) the types of collateral which may secure a Participant loan; and
- (7) the events constituting default and the steps that will be taken to preserve Plan assets in the event such default.

(d) **Loan default.** Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section that is secured by the Participant's interest in the Plan, then a Participant's interest may be offset by the amount subject to the security to the extent there is a distributable event permitted by the Code or Regulations.

(e) **Loans subject to Plan terms.** Notwithstanding anything in this Section to the contrary, if this is an amendment and restatement of an existing Plan, any loans made prior to the date this amendment and restatement is adopted shall be subject to the terms of the Plan in effect at the time such loan was made.

7.7 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If there is more than one Trustee, then the responsibilities of each Trustee may be specified by the Employer and accepted in writing by each Trustee. If no such delegation is made by the Employer, then the Trustees may allocate the responsibilities among themselves, in which event the Trustees shall notify the Employer and the Administrator in writing of such action and specify the responsibilities of each Trustee. Except where there has been an allocation and delegation of powers, if there shall be more than one Trustee, they shall act by a majority of their number, but may authorize one or more of them to sign papers on their behalf.

7.8 TRUSTEE'S COMPENSATION AND EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as set forth in the Trustee's fee schedule (if the Trustee has such a schedule) or as agreed upon in writing by the Employer and the Trustee. However, an individual serving as Trustee who already receives full-time compensation from the Employer shall not receive compensation from this Plan. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from

the Trust Fund unless paid or advanced by the Employer. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

7.9 ANNUAL REPORT OF THE TRUSTEE

(a) **Annual report.** Within a reasonable period of time after the later of the Anniversary Date or receipt of the Employer's contribution for each Plan Year, the Trustee, or its agent, shall furnish to the Employer and Administrator a written statement of account with respect to the Plan Year for which such contribution was made setting forth:

- (1) the net income, or loss, of the Trust Fund;
- (2) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;
- (3) the increase, or decrease, in the value of the Trust Fund;
- (4) all payments and distributions made from the Trust Fund; and
- (5) such further information as the Trustee and/or Administrator deems appropriate.

(b) **Employer approval of report.** The Employer, promptly upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the Employer to disapprove any such statement of account within thirty (30) days after its receipt thereof shall be deemed an approval thereof. The approval by the Employer of any statement of account shall be binding on the Employer and the Trustee as to all matters contained in the statement to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the Employer and all persons having or claiming an interest in the Plan were parties. However, nothing contained in this Section shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

7.10 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

(a) **Trustee resignation.** Unless otherwise agreed to by both the Trustee and the Employer, a Trustee may resign at any time by delivering to the Employer, at least thirty (30) days before its effective date, a written notice of resignation.

(b) **Trustee removal.** Unless otherwise agreed to by both the Trustee and the Employer, the Employer may remove a Trustee at any time by delivering to the Trustee, at least thirty (30) days before its effective date, a written notice of such Trustee's removal.

(c) **Appointment of successor.** Upon the death, resignation, incapacity, or removal of any Trustee, a successor may be appointed by the Employer; and such successor, upon accepting such appointment in writing and delivering same to the Employer, shall, without further act, become vested with all the powers and responsibilities of the predecessor as if such successor had been originally named as a Trustee herein. Until such a successor is appointed, any remaining Trustee or Trustees shall have full authority to act under the terms of the Plan.

(d) **Appointment of successor prior to removal of predecessor.** The Employer may designate one or more successors prior to the death, resignation, incapacity, or removal of a Trustee. In the event a successor is so designated by the Employer and accepts such designation, the successor shall, without further act, become vested with all the powers and responsibilities of the predecessor as if such successor had been originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of the predecessor.

(e) **Trustee's statement upon cessation of being Trustee.** Whenever any Trustee hereunder ceases to serve as such, the Trustee shall furnish to the Employer and Administrator a written statement of account with respect to the portion of the Plan Year during which the individual or entity served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year required under Section 7.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 7.9 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 7.9 shall have the same effect upon the statement as the Employer's approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 7.9 and this subparagraph.

7.11 TRANSFER OF INTEREST

Notwithstanding any other provision contained in this Plan, the Trustee at the direction of the Administrator shall transfer the interest, if any, of a Participant to another trust forming part of a pension, profit sharing, or stock bonus plan that meets the requirements of Code §401(a), provided that the trust to which such transfers are made permits the transfer to be made and further provided that the terms of the transferee plan properly allocates the funds in each account to a transferee account that preserves all the required features and

restrictions applicable to such account under this Plan. However, the transfer of amounts from this Plan to a nonqualified foreign trust is treated as a distribution and the transfer of assets and liabilities from this Plan to a plan that satisfies Section 1165 of the Puerto Rico Code is also treated as distribution from the transferor plan.

7.12 TRUSTEE INDEMNIFICATION

To the extent permitted by the Code, the Employer agrees to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's powers and duties hereunder, unless the same are determined to be due to gross negligence or willful misconduct.

ARTICLE VIII AMENDMENT, TERMINATION AND MERGERS

8.1 AMENDMENT

(a) **General rule on Employer amendment.** The Employer shall have the right at any time to amend this Plan subject to the limitations of this Section. However, any amendment that affects the rights, duties or responsibilities of the Trustee (or Insurer) or Administrator may only be made with the Trustee's (or Insurer's) or Administrator's written consent. Any such amendment shall become effective as provided therein upon its execution. The Trustee (or Insurer) shall not be required to execute any such amendment unless the amendment affects the duties of the Trustee (or Insurer) hereunder.

(b) **Permissible amendments.** The Employer may (1) change the choice of options in the Adoption Agreement, (2) add any appendix to the Adoption Agreement that is specifically permitted pursuant to the terms of the Plan (e.g., Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections)); (3) amend administrative trust or custodial provisions, (4) add certain sample or model amendments published by the Internal Revenue Service or other required good-faith amendments which specifically provide that their adoption will not cause the Plan to be treated as an individually designed plan, and (5) add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan.

(c) **Volume submitter practitioner amendments.** The Employer (and every Participating Employer) expressly delegates authority to the volume submitter practitioner, the right to amend the Plan by submitting a copy of the amendment to each Employer (and Participating Employer) who has adopted this plan, after first having received a ruling or favorable determination from the Internal Revenue Service that the volume submitter Plan as amended qualifies under Code §401(a) (unless a ruling or determination is not required by the IRS).

(d) **Impermissible amendments.** No amendment to the Plan shall be effective if it authorizes or permits any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to any purpose other than for the exclusive benefit of the Participants or their Beneficiaries or estates; or causes any reduction in the amount credited to the account of any Participant; or causes or permits any portion of the Trust Fund to revert to or become property of the Employer.

8.2 TERMINATION

(a) **Termination of Plan.** The Employer shall have the right at any time to terminate the Plan by delivering to the Trustee (or Insurer) and Administrator written notice of such termination. Upon any full or partial termination or upon the complete discontinuance of the Employer's Contributions to the Plan (in the case of a Profit Sharing Plan), all amounts credited to the affected Participants' Combined Accounts shall become 100% Vested and shall not thereafter be subject to Forfeiture.

(b) **Distribution of assets.** Upon the full termination of the Plan, the Employer shall direct the distribution of the assets to Participants in a manner that is consistent with and satisfies the provisions of Section 6.5. Distributions to a Participant shall be made in cash (or in property if permitted in the Adoption Agreement) or through the purchase of irrevocable nontransferable deferred commitments from the Insurer.

8.3 MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other plan only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

**ARTICLE IX
MISCELLANEOUS**

9.1 EMPLOYER ADOPTIONS

(a) **Method of adoption.** Any organization may become the Employer hereunder by executing the Adoption Agreement in a form satisfactory to the Trustee (or Insurer), and it shall provide such additional information as the Trustee (or Insurer) may require. The consent of the Trustee (or Insurer) to act as such shall be signified by its execution of the Adoption Agreement or a separate agreement (including, if elected in the Adoption Agreement, a separate trust agreement).

(b) **Separate affiliation.** Except as otherwise provided in this Plan, the affiliation of the Employer and the participation of its Participants shall be separate and apart from that of any other employer and its participants hereunder.

9.2 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon the Employee as a Participant of this Plan.

9.3 ALIENATION

(a) **General rule.** Subject to the exceptions provided below and as otherwise permitted by the Code, no benefit which shall be payable to any person (including a Participant or the Participant's Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized except to such extent as may be required by law.

(b) **Exception for loans.** Subsection (a) shall not apply to the extent a Participant or Beneficiary is indebted to the Plan by reason of a loan made pursuant to Section 7.6. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such portion of the amount to be distributed as shall equal such indebtedness shall be paid to the Plan, to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given notice by the Administrator that such indebtedness is to be so paid in whole or part from the Participant's interest in the Plan. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's interest in the Plan, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in Section 2.10.

(c) **Exception for QDRO.** Subsection (a) shall not apply to a "qualified domestic relations order" defined in Code §414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984.

9.4 PLAN COMMUNICATIONS, INTERPRETATION AND CONSTRUCTION

(a) **Applicable law.** This Plan and Trust shall be construed and enforced according to the Code, and the laws of the state or commonwealth in which the Employer's (or if there is a corporate Trustee, the Trustee's, or if the Plan is fully insured, the Insurer's) principal office is located (unless otherwise designated in Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections), other than its laws respecting choice of law, to the extent not pre-empted by federal law.

(b) **Administrator's discretion.** The Administrator has total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Administrator makes under the Plan is final and binding upon any affected person. The Administrator must exercise all of its Plan powers and discretion, and perform all of its duties in a uniform manner.

(c) **Communications.** All Participant or Beneficiary notices, designations, elections, consents or waivers must be made in a form the Administrator (or, as applicable, the Trustee or Insurer) specifies or otherwise approves. Any person entitled to notice under the Plan may waive the notice or shorten the notice period unless such actions are contrary to applicable law.

(d) **Evidence.** Anyone, including the Employer, required to give data, statements or other information relevant under the terms of the Plan ("evidence") may do so by certificate, affidavit, document or other form which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Administrator, Trustee and Insurer are protected fully in acting and relying upon any evidence described under the immediately preceding sentence.

(e) **Plan terms binding.** The Plan is binding upon all parties, including but not limited to, the Employer, Trustee, Insurer, Administrator, Participants and Beneficiaries.

(f) **Parties to litigation.** Except as otherwise provided by applicable law, a Participant or a Beneficiary is not a necessary party or required to receive notice of process in any court proceeding involving the Plan, the Trust or any fiduciary. Any final judgment (not subject to further appeal) entered in any such proceeding will be binding upon all parties, including the Employer, the Administrator, Trustee, Insurer, Participants and Beneficiaries.

(g) **Fiduciaries not insurers.** The Trustee, Administrator and the Employer in no way guarantee the Plan assets from loss or depreciation. The Employer does not guarantee the payment of any money which may be or becomes due to any person from the Plan. The liability of the Employer, the Administrator and the Trustee to make any distribution from the Trust at any time and all times is limited to the then available assets of the Trust.

(h) **Construction/severability.** The Plan, the Adoption Agreement, the Trust and all other documents to which they refer, will be interpreted consistent with and to preserve tax qualification of the Plan under Code §401(a) and tax exemption of the Trust under Code §501(a) and also consistent with other applicable law. To the extent permissible under applicable law, any provision which a court (or other entity with binding authority to interpret the Plan) determines to be inconsistent with such construction and interpretation, is deemed severed and is of no force or effect, and the remaining Plan terms will remain in full force and effect.

(i) **Uniformity.** All provisions of this Plan shall be interpreted and applied in a uniform manner.

(j) **Headings.** The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.5 GENDER, NUMBER AND TENSE

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.6 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust and/or Plan established hereunder to which the Trustee (or Insurer), the Employer or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee (or Insurer), the Employer or the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

9.7 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) **General rule.** Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries.

(b) **Mistake of fact.** In the event the Employer shall make a contribution under a mistake of fact, the Employer may demand repayment of such contribution at any time within one (1) year following the time of payment and the Trustee (or Insurer) shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

9.8 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

The Employer, Administrator and Trustee, and their successors, shall not be responsible for the validity of any Contract issued hereunder or for the failure on the part of the Insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

9.9 INSURER'S PROTECTIVE CLAUSE

Except as otherwise agreed upon in writing between the Employer and the Insurer, an Insurer which issues any Contracts hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The Insurer shall be protected and held harmless in acting in accordance with any written direction of the Administrator or Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator or Trustee. Regardless of any provision of this Plan, the Insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the Insurer.

9.10 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, the Participant's legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee (or Insurer) and the Employer.

9.11 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.12 APPROVAL BY INTERNAL REVENUE SERVICE

Notwithstanding anything herein to the contrary, if, pursuant to an application for qualification is made by the time prescribed by law or such later date as the Secretary of Treasury may prescribe, the Commissioner of the Internal Revenue Service or the Commissioner's delegate should determine that the Plan does not initially qualify as a tax-exempt plan under Code §§401 and 501, and such determination is not contested, or if contested, is finally upheld, then if the Plan is a new plan, it shall be void ab initio and all amounts contributed to the Plan, by the Employer, less expenses paid, shall be returned within one (1) year and the Plan shall terminate, and the Trustee (or Insurer) shall be discharged from all further obligations. If the disqualification relates to a Plan amendment, then the Plan shall operate as if it had not been amended. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this volume submitter plan and will be considered an individually designed plan.

9.13 PAYMENT OF BENEFITS

Except as otherwise provided in the Plan, benefits under this Plan shall be paid, subject to Sections 6.11 and 6.12, only upon death, Total and Permanent Disability, normal or early retirement, severance of employment, or termination of the Plan.

9.14 ELECTRONIC MEDIA

The Administrator may use any electronic medium to give or receive any Plan notice, communicate any Plan policy, conduct any written Plan communication, satisfy any Plan filing or other compliance requirement and conduct any other Plan transaction to the extent permissible under applicable law. A Participant or a Participant's Spouse, to the extent authorized by the Administrator, may use any electronic medium to make or provide any Beneficiary designation, election, notice, consent or waiver under the Plan, to the extent permissible under applicable law. Any reference in this Plan to a "form," a "notice," an "election," a "consent," a "waiver," a "designation," a "policy" or to any other Plan-related communication includes an electronic version thereof as permitted under applicable law. Notwithstanding the foregoing, any Participant or Beneficiary notices and consent that are required pursuant to the Code must satisfy Regulation §1.401(a)-21.

9.15 PLAN CORRECTION

The Administrator in conjunction with the Employer may undertake such correction of Plan errors as the Administrator deems necessary, including correction to preserve tax qualification of the Plan under Code §401(a) or to correct a fiduciary breach under state or local law. Without limiting the Administrator's authority under the prior sentence, the Administrator, as it determines to be reasonable and appropriate, may undertake correction of Plan document, operational, demographic and Employer eligibility failures under a method described in the Plan or under the IRS Employee Plans Compliance Resolution System ("EPCRS") or any successor program to EPCRS. Furthermore, the Employer may make corrective contributions pursuant to this Section regardless of whether the Plan otherwise permits such contribution source. In addition, the Plan is authorized to recover benefits from Participants or Beneficiaries that have been improperly distributed.

9.16 NONTRUSTEED PLANS

If the Plan is funded solely with Contracts, then notwithstanding Sections 9.7 and 9.12, no Contract will be purchased under the Plan unless such Contract or a separate definite written agreement between the Employer and the Insurer provides that no value under Contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such Contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

If this Plan is funded by individual Contracts that provide a Participant's benefit under the Plan, such individual Contracts shall constitute the Participant's Account balance. If this Plan is funded by group Contracts, under the group annuity or group insurance Contract, premiums or other consideration received by the Insurer must be allocated to Participants' Accounts under the Plan.

**ARTICLE X
PARTICIPATING EMPLOYERS**

10.1 ELECTION TO BECOME A PARTICIPATING EMPLOYER

Notwithstanding anything herein to the contrary, with the consent of the Employer and Trustee (or Insurer), any Employer may adopt the Employer's Plan and all of the provisions hereof, and participate herein and be known as a Participating Employer, by a properly executed document evidencing said intent and will of such Participating Employer (a participation agreement). In the event a Participating Employer is not an Affiliated Employer, then the provisions of Article XII shall apply rather than the provision of this Article XI.

10.2 REQUIREMENTS OF PARTICIPATING EMPLOYERS

(a) **Permissible variations of participation agreement.** The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the Employer shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the Employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the Employer's Adoption Agreement. To the extent that the participation agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the Employer. If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

(b) **Holding and investing assets.** The Trustee (or Insurer) may, but shall not be required to, commingle, hold and invest as one Trust Fund all contributions made by Participating Employers, as well as all increments thereof. However, the assets of the Plan shall, on an ongoing basis, be available to pay benefits to all Participants and Beneficiaries under the Plan without regard to the Employer or Participating Employer who contributed such assets.

(c) **Payment of expenses.** Unless the Employer otherwise directs, any expenses of the Plan which are to be paid by the Employer or borne by the Trust Fund shall be paid by each Participating Employer in the same proportion that the total amount standing to the credit of all Participants employed by such Employer bears to the total standing to the credit of all Participants.

10.3 DESIGNATION OF AGENT

Each Participating Employer shall be deemed to be a part of this Plan; provided, however, that with respect to all of its relations with the Trustee (or Insurer) and Administrator for purposes of this Plan, each Participating Employer shall be deemed to have designated irrevocably the Employer as its agent. Unless the context of the Plan clearly indicates otherwise, the word "Employer" shall be deemed to include each Participating Employer as related to its adoption of the Plan.

10.4 EMPLOYEE TRANSFERS

In the event an Employee is transferred between Participating Employers, accumulated service and eligibility shall be carried with the Employee involved. No such transfer shall effect a severance of employment hereunder, and the Participating Employer to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as was the Participating Employer from whom the Employee was transferred.

10.5 PARTICIPATING EMPLOYER'S CONTRIBUTION AND FORFEITURES

Any contribution and/or Forfeiture subject to allocation during each Plan Year shall be determined and allocated separately by each Participating Employer, and shall be allocated only among the Participants eligible to share in the contribution and Forfeiture allocation of the Employer or Participating Employer making the contribution or by which the forfeiting Participant was employed.

On the basis of the information furnished by the Administrator, the Trustee (or Insurer) shall keep separate books and records concerning the affairs of each Participating Employer hereunder and as to the accounts and credits of the Employees of each Participating Employer. The Trustee (or Insurer) may, but need not, register Contracts so as to evidence that a particular Participating Employer is the interested Employer hereunder, but in the event of an Employee transfer from one Participating Employer to another, the employing Employer shall immediately notify the Trustee (or Insurer) thereof.

10.6 AMENDMENT

Any Participating Employer hereby authorizes the Employer to make amendments on its behalf, unless otherwise agreed among all affected parties. If a Participating Employer is not an Affiliated Employer, then amendment of this Plan by the Employer at any time when there shall be a Participating Employer shall, unless otherwise agreed to by the affected parties, only be by the written action of each and every Participating Employer and with the consent of the Trustee (or Insurer) where such consent is necessary in accordance with the terms of this Plan.

10.7 DISCONTINUANCE OF PARTICIPATION

Any Participating Employer that is an Affiliated Employer shall be permitted to discontinue or revoke its participation in the Plan at any time. At the time of any such discontinuance or revocation, satisfactory evidence thereof and of any applicable conditions imposed shall be delivered to the Trustee (or Insurer). The Trustee (or Insurer) shall thereafter transfer, deliver and assign Contracts and other Trust Fund assets allocable to the Participants of such Participating Employer to such new trustee (or insurer) or custodian as shall have been designated by such Participating Employer, in the event that it has established a separate qualified retirement plan for its employees. If no successor is designated, the Trustee (or Insurer) shall retain such assets for the Employees of said Participating Employer pursuant to the provisions of Article VII hereof. In no such event shall any part of the corpus or income of the Trust Fund as it relates to such Participating Employer be used for or diverted to purposes other than for the exclusive benefit of the Employees of such Participating Employer.

10.8 ADMINISTRATOR'S AUTHORITY

The Administrator shall have authority to make any and all necessary rules or regulations, binding upon all Participating Employers and all Participants, to effectuate the purpose of this Article.

ARTICLE XI MULTIPLE EMPLOYER PROVISIONS

11.1 ELECTION AND OVERRIDING EFFECT

If a Participating Employer that is not an Affiliated Employer adopts this Plan, then the provisions of this Article XI shall apply to each Participating Employer as of the Effective Date specified in its participation agreement and supersede any contrary provisions in the basic Plan document or the Adoption Agreement. If this Article XI applies, then the Plan shall be a multiple employer plan as described in Code §413(c). In this case, the Employer and each Participating Employer acknowledge that the Plan is a multiple employer plan subject to the rules of Code §413(c) and the Regulations thereunder, which are hereby incorporated by reference, and specific annual reporting requirements.

11.2 DEFINITIONS

The following definitions shall apply to this Article XI and shall supersede any conflicting definitions in the Plan:

- (a) **Employee.** "Employee" means any common law employee, Leased Employee or other person the Code treats as an employee of a Participating Employer for purposes of the Participating Employer's qualified plan. Either the Adoption Agreement or a participation agreement to the Adoption Agreement may designate any Employee, or class of Employees, as not eligible to participate in the Plan.
- (b) **Lead Employer.** "Lead Employer" means the signatory Employer to the Adoption Agreement execution page, and does not include any Affiliated Employer or Participating Employer. The "lead Employer" has the same meaning as the Employer for purposes of making Plan amendments and other purposes regardless of whether the "lead Employer" is also a Participating Employer under this Article XI.

11.3 PARTICIPATING EMPLOYER ELECTIONS

The participation agreement must identify the Participating Employer and the covered Employees and provide for the Participating Employer's signature. In addition, in the participation agreement, the "lead Employer" shall specify which elections, if any, the Participating Employer can modify, and any restrictions on the modifications. Any such modification shall apply only to the employees of that Participating Employer. The Participating Employer shall make any such modification by selecting the appropriate option on its participation agreement to the "lead Employer's" Adoption Agreement. To the extent that the Adoption Agreement does not permit modification of an election, any attempt by a Participating Employer to modify the election shall have no effect on the Plan and the Participating Employer is bound by the Plan terms as selected by the "lead Employer." If a Participating Employer does not make any permissible participation agreement election modifications, then with regard to any election, the Participating Employer is bound by the Adoption Agreement terms as completed by the "lead Employer."

11.4 TESTING

The Administrator shall apply the Code §415 limitation in Section 4.4 for the Plan as a whole.

11.5 COMPENSATION

- (a) **Separate determination.** A Participant's Compensation shall be determined separately for each Participating Employer for purposes of allocations under Article IV.
- (b) **Joint status.** For all Plan purposes, including but not limited to determining the Code §415 limits in Section 4.4, Compensation includes all Compensation paid by or for any Participating Employer.

11.6 SERVICE

An Employee's service includes all Hours of Service and Years of Service with any and all Participating Employers. An Employee who terminates employment with one Participating Employer and immediately commences employment with another Participating Employer has not separated from service or had a severance from employment.

11.7 COOPERATION AND INDEMNIFICATION

(a) **Cooperation.** Each Participating Employer agrees to timely provide all information the Administrator deems necessary to insure the Plan is operated in accordance with the requirements of the Code and will cooperate fully with the "lead Employer," the Plan, the Plan fiduciaries and other proper representatives in maintaining the qualified status of the Plan. Such cooperation will include payment of such amounts into the Plan, to be allocated to employees of the Participating Employer, which are reasonably required to maintain the tax-qualified status of the Plan.

(b) **Indemnity.** Each Participating Employer will indemnify and hold harmless the Administrator, the "lead Employer" and its subsidiaries; officers, directors, shareholders, employees, and agents of the "lead Employer"; the Plan; the Trustees, Participants and Beneficiaries of the Plan, as well as their respective successors and assigns, against any cause of action, loss, liability, damage, cost, or expense of any nature whatsoever (including, but not limited to, attorney's fees and costs, whether or not suit is brought, as well as IRS plan disqualifications, other sanctions or compliance fees and penalties) arising out of or relating to the Participating Employer's noncompliance with any of the Plan's terms or requirements; any intentional or negligent act or omission the Participating Employer commits with regard to the Plan; and any omission or provision of incorrect information with regard to the Plan which causes the Plan to fail to satisfy the requirements of a tax-qualified plan.

11.8 INVOLUNTARY TERMINATION

Unless the "lead Employer" provides otherwise in an addendum hereto, the "lead Employer" shall have the power to terminate the participation of any Participating Employer (hereafter "Terminated Employer") in this Plan. If and when the "lead Employer" wishes to exercise this power, the following shall occur:

(a) **Notice.** The "lead Employer" shall give the "Terminated Employer" a notice of the "lead Employer's" intent to terminate the "Terminated Employer's" status as a Participating Employer of the Plan. The "lead Employer" will provide such notice not less than thirty (30) days prior to the date of termination unless the "lead Employer" determines that the interest of Plan Participants requires earlier termination.

(b) **Spin-off.** The "lead Employer" shall establish a new defined contribution plan, using the provisions of this Plan with any modifications contained in the "Terminated Employer's" participation agreement, as a guide to establish a new defined contribution plan (the "spin-off plan"). The "lead Employer" will direct the Trustee to transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to the "spin-off plan." The "Terminated Employer" shall be the Employer, Administrator, and sponsor of the "spin-off plan." The Trustee of the "spin-off plan" shall be the person or entity designated by the "Terminated Employer." However, the "lead Employer" shall have the option to designate an appropriate financial institution as Trustee instead if necessary to protect the interest of the Participants. The "lead Employer" shall have the authority to charge the "Terminated Employer" or the Accounts of the Employees of the "Terminated Employer" a reasonable fee to pay the expenses of establishing the "spin-off plan."

(c) **Alternatives.** The "Terminated Employer," in lieu of creation of the "spin-off plan" under (b) above, has the option to elect a transfer alternative in accordance with this Subsection (c).

(1) **Election.** To exercise the option described in this Subsection, the "Terminated Employer" must inform the "lead Employer" of its choice, and must supply any reasonably required documentation as soon as practical. If the "lead Employer" has not received notice of a "Terminated Employer's" exercise of this option within ten (10) days prior to the stated date of termination, the "lead Employer" can choose to disregard the exercise and proceed with the Spin-off.

(2) **Transfer.** If the "Terminated Employer" selects this option, the Administrator shall transfer (in accordance with the rules of Code §414(l) and the provisions of Section 8.3) the Accounts of the Employees of the "Terminated Employer" to a qualified plan the "Terminated Employer" maintains. To exercise this option, the "Terminated Employer" must deliver to the "lead Employer" or Administrator in writing the name and other relevant information of the transferee plan and must provide such assurances that the Administrator shall reasonably require to demonstrate that the transferee plan is a qualified plan.

(d) **Participants.** The Employees of the "Terminated Employer" shall cease to be eligible to accrue additional benefits under the Plan with respect to Compensation paid by the "Terminated Employer," effective as of the date of termination. To the extent that these Employees have accrued but unpaid contributions as of the date of termination, the "Terminated Employer" shall pay such amounts to the Plan or the "spin-off plan" no later than thirty (30) days after the date of termination, unless the "Terminated Employer" effectively selects the Transfer option under Subsection (c)(2) above.

(e) **Consent.** By its signature on the participation agreement, the "Terminated Employer" specifically consents to the provisions of this Article and agrees to perform its responsibilities with regard to the "spin-off plan," if necessary.

11.9 VOLUNTARY TERMINATION

A Participating Employer (hereafter "withdrawing employer") may voluntarily withdraw from participation in this Plan at any time. If and when a "withdrawing employer" wishes to withdraw, the following shall occur:

(a) **Notice.** The "withdrawing employer" shall inform the "lead Employer" and the Administrator of its intention to withdraw from the Plan. The "withdrawing employer" must give the notice not less than thirty (30) days prior to the effective date of its withdrawal.

(b) **Procedure.** The "withdrawing employer" and the "lead Employer" shall agree upon procedures for the orderly withdrawal of the "withdrawing employer" from the plan. Such procedures may include any of the optional spin-off or transfer options described in Section 11.8.

(c) **Costs.** The "withdrawing employer" shall bear all reasonable costs associated with withdrawal and transfer under this Section.

(d) **Participants.** The Employees of the "withdrawing employer" shall cease to be eligible to accrue additional benefits under the Plan as to Compensation paid by the "withdrawing employer," effective as of the effective date of withdrawal. To the extent that such Employees have accrued but unpaid contributions as of the effective date of withdrawal, the "withdrawing employer" shall contribute such amounts to the Plan or the "spin-off plan" promptly after the effective date of withdrawal, unless the accounts are transferred to a qualified plan the "withdrawing employer" maintains.

ELIGIBLE 457 PLAN

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ARTICLE I DEFINITIONS

1.01 "**Account**" means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "**Accounting Date**" means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 "**Beneficiary**" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.05 "**Compensation**"

(A) Uses and Context. Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

(B) Base Definitions and Modifications. The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

(1) W-2 Wages. W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051, and 6052, but determined without regard to any

rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(2) Code §3401(a) Wages (income tax wage withholding). Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)). Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

(a) Deferred compensation/SEP/SIMPLE. Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(b) Option exercise. Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

(c) Sale of option stock. Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

(d) Other amounts that receive special tax benefits. Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) Other similar items. Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) Alternative (general) 415 Compensation. Under this definition, Compensation means as defined in Section 1.11(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) Deemed 125 Compensation. Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) Modification to Compensation. The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) Elective Contributions. Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) Post-Severance Compensation. Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) Timing. Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) Regular pay. Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) Leave cash-outs. Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) Deferred compensation. As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) Salary continuation for disabled Participants. Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) Differential Wage Payments. An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 "Deferral Contributions" means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 "**Deferred Compensation**" means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 "**Effective Date**" of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 "**Elective Deferrals**" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 "**Employee**" means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 "**Employer**" means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 "**Employer Contribution**" means Nonelective Contributions or Matching Contributions.

1.13 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

1.14 "**Excess Deferrals**" means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 "**Includible Compensation**" means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 "**Independent Contractor**" means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 "**Leased Employee**" means an Employee within the meaning of Code §414(n).

1.18 "**Matching Contribution**" means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 "**Nonelective Contribution**" means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 "**Normal Retirement Age**" means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 "**Participant**" is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 "**Plan**" means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 "**Plan Administrator**" is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 "**Plan Entry Date**" means the dates the Employer elects in Adoption Agreement.

1.25 "**Plan Year**" means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 "**Pre-Tax Elective Deferrals**" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 "**Rollover Contribution**" means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 "**Roth Elective Deferrals**" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

1.29 "**Salary Reduction Agreement**" means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 "**Salary Reduction Contribution**" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 "**Service**" means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) "**Continuous Service**" as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) "**Severance from Employment.**"

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance.** Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 "**State**" means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 "**Substantial Risk of Forfeiture**" exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 "**Tax-Exempt Organization**" means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 "**Taxable Year**" means the calendar year or other taxable year of a Participant.

1.36 "**Transfer**" means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 "**Trust**" means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 "**Trustee**" means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

Eligible 457 Plan

Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

(A) "Governmental Eligible 457 Plan" means an Eligible 457 Plan established by a State.

(B) "Tax-Exempt Organization Eligible 457 Plan" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 **"Vested"** means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

ARTICLE II ELIGIBILITY AND PARTICIPATION

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

(A) Contribution Formula. For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

3.02 SALARY REDUCTION CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

(A) Deferral from Sick, Vacation and Back Pay. The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Automatic Enrollment. The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

(C) Application to Leave of Absence and Disability. Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall

continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(D) Post-severance deferrals limited to Post-Severance Compensation. Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

3.03 MATCHING CONTRIBUTIONS. The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

3.04 NORMAL LIMITATION. Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Normal Retirement Age. Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

(1) Participant Designation. The Employer in the Adoption Agreement may permit a Participant to designate his or her Normal Retirement Age as any age including or between the foregoing ages.

(2) Multiple 457 Plans. If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) Police and Firefighters. In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) Pre-2002 Coordination. In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 AGE 50 CATCH-UP CONTRIBUTION. An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 CONTRIBUTION ALLOCATION. The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) Fixed match. To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) Discretionary match. To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) Tiered match. If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier

of Salary Reduction Contributions, in accordance with the tiered formula.

(d) Discretionary nonelective. The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) Fixed nonelective. The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) Other nonelective. The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 ALLOCATION CONDITIONS. The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 ROLLOVER CONTRIBUTIONS. If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) Operational Administration. The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) Pre-Participation Rollover. If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) Separate Accounting. If an Employer permits Rollover Contributions, the Plan Administrator must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another

Governmental Eligible 457 Plan The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

(D) May Include Roth Deferrals. If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

(E) In-Plan Roth Rollover Contributions. A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

3.10 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

(A) Governmental Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

(B) Tax-Exempt Organization Eligible 457 Plan. The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

(C) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(D) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.11 DEEMED IRA CONTRIBUTIONS. A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

3.12 ROTH ELECTIVE DEFERRALS. The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

(A) Elective Deferrals. "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

(B) Pre-Tax Elective Deferrals. "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

(C) Roth Elective Deferrals. "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

(D) Ordering Rules for Distributions. The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(E) Corrective distributions attributable to Roth Elective Deferrals. For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

(F) Loans. If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

(G) Rollovers. A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

(H) Automatic Enrollment. If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

(I) Operational Compliance. The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(A) Determination of benefits. The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

3.14 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA). As elected in the Adoption Agreement, the Employer maintains a Plan with automatic enrollment provisions as an Eligible Automatic Contribution Arrangement ("EACA"). Accordingly, the Plan will satisfy the (1) uniformity requirements, and (2) notice requirements under this Section.

(A) Uniformity. The Automatic Deferral Percentage must be a uniform percentage of Compensation. All Participants in the EACA, as defined in Amendment Section 2.1, are subject to Automatic Deferrals, except to the extent otherwise provided in Amendment Section 2.2. If a Participant's Affirmative Election expires or otherwise ceases to be in effect, the Participant will immediately thereafter be subject to Automatic Deferrals, except to the extent otherwise provided in Amendment Section 2.2. However, the Plan does not violate the uniform Automatic Deferral Percentage merely because the Plan applies any of the following provisions:

(a) Years of participation. The Automatic Deferral Percentage varies based on the number of plan years the Participant has participated in the Plan while the Plan has applied EACA provisions;

(b) No reduction from prior default percentage. The Plan does not reduce an Automatic Deferral Percentage that, immediately prior to the EACA's effective date was higher (for any Participant) than the Automatic Deferral Percentage;

(c) Applying statutory limits. The Plan limits the Automatic Deferral amount so as not to exceed the limits of Code Section 457(b)(2) (determined without regard to Age 50 Catch-Up Deferrals).

(B) EACA notice. The Plan Administrator annually will provide a notice to each Participant a reasonable period prior to each plan year the Employer maintains the Plan as an EACA ("EACA Plan Year").

(a) Deemed reasonable notice/new Participant. The Plan Administrator is deemed to provide timely notice if the Plan Administrator provides the EACA notice at least 30 days and not more than 90 days prior to the beginning of the EACA Plan Year.

(b) Mid-year notice/new Participant or Plan. If: (a) an Employee becomes eligible to make Salary Reduction Contributions in the Plan during an EACA Plan Year but after the Plan Administrator has provided the annual EACA notice for that plan year; or (b) the Employer adopts mid-year a new Plan as an EACA, the Plan Administrator must provide the EACA notice no later than the date the Employee becomes eligible to make Salary Reduction Contributions. However, if it is not practicable for the notice to be provided on or before the date an Employee becomes a Participant, then the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date.

(c) Content. The EACA notice must provide comprehensive information regarding the Participants' rights and obligations under the Plan and must be written in a manner calculated to be understood by the average Participant in accordance with applicable guidance.

(C) EACA permissible withdrawal. If elected in in the Adoption Agreement, a Participant who has Automatic Deferrals

under the EACA may elect to withdraw all the Automatic Deferrals (and allocable earnings) under the provisions of this Amendment Section 3.4. Any distribution made pursuant to this Section will be processed in accordance with normal distribution provisions of the Plan.

(a) Amount. If a Participant elects a permissible withdrawal under this Section, then the Plan must make a distribution equal to the amount (and only the amount) of the Automatic Deferrals made under the EACA (adjusted for allocable gains and losses to the date of the distribution). The Plan may separately account for Automatic Deferrals, in which case the entire account will be distributed. If the Plan does not separately account for the Automatic Deferrals, then the Plan must determine earnings or losses in a manner similar to the rules of Treas. Reg. §1.401(k)-2(b)(2)(iv) for distributions of excess contributions.

(b) Fees. Notwithstanding the above, the Plan Administrator may reduce the permissible distribution amount by any generally applicable fees. However, the Plan may not charge a greater fee for distribution under this Section than applies to other distributions. The Plan Administrator may adopt a policy regarding charging such fees consistent with this paragraph.

(c) Timing. The Participant may make an election to withdraw the Automatic Deferrals under the EACA no later than 90 days, or such shorter period as specified in the Adoption Agreement, after the date of the first Automatic Deferral under the EACA. For this purpose, the date of the first Automatic Deferral is the date that the Compensation subject to the Automatic Deferral otherwise would have been includible in the Participant's gross income. Furthermore, a Participant's withdrawal right is not restricted due to the Participant making an Affirmative Election during the 90 day period (or shorter period as specified in Adoption Agreement.).

(d) Rehired Employees. For purposes of this Section, an Employee who for an entire Plan Year did not have contributions made pursuant to a default election under the EACA will be treated as having not had such contributions for any prior Plan Year as well.

(e) Effective date of the actual withdrawal election: The effective date of the permissible withdrawal will be as soon as practicable, but in no event later than the earlier of (1) the pay date of the second payroll period beginning after the election is made, or (2) the first pay date that occurs at least 30 days after the election is made. The election will also be deemed to be an Affirmative Election to have no Salary Reduction Contributions made to the Plan.

(f) Related matching contributions. The Plan Administrator will not take any deferrals withdrawn pursuant to this section into account in computing the contribution and allocation of matching contributions, if any. If the Employer has already allocated matching contributions to the Participant's account with respect to deferrals being withdrawn pursuant to this Section, then the matching contributions, as adjusted for gains and losses, must be forfeited. Except as otherwise provided, the Plan will use the forfeited contributions to reduce future contributions or to reduce plan expenses.

(D) Compensation. Compensation for purposes of determining the amount of Automatic Deferrals has the same meaning as Compensation with regard to Salary Reduction Contributions in general.

(E) Definitions.

(a) Definition of Automatic Deferral. An Automatic Deferral is a Salary Reduction Contribution that results from the operation of this Article III. Under the Automatic Deferral, the Employer automatically will reduce by the Automatic Deferral Percentage elected in this Amendment the Compensation of each Participant subject to the EACA, as specified in Amendment Section 2.2. The Plan Administrator will cease to apply the Automatic Deferral to a Participant who makes an Affirmative Election as defined in this Section.

(b) Definition of Automatic Deferral Percentage/Increases. The Automatic Deferral Percentage is the percentage of Automatic Deferral which the Employer elects in Amendment Section 2.1 or elsewhere in the Plan (including any scheduled increase to the Automatic Deferral Percentage the Employer may elect).

(c) Effective date of EACA Automatic Deferral. The effective date of an Employee's Automatic Deferral will be as soon as practicable after the Employee is subject to Automatic Deferrals under the EACA, consistent with (a) applicable law, and (b) the objective of affording the Employee a reasonable period of time after receipt of the notice to make an Affirmative Election (and, if applicable, an investment election).

(d) Definition of Affirmative Election. An Affirmative Election is a Participant's election made after the EACA's Effective Date not to defer any Compensation or to defer more or less than the Automatic Deferral Percentage.

(e) Effective Date of Affirmative Election. A Participant's Affirmative Election generally is effective as of the first payroll period which follows the payroll period in which the Participant made the Affirmative Election. However, a Participant may make an Affirmative Election which is effective: (a) for the first payroll period in which he or she becomes a Participant if the Participant makes an Affirmative Election within a reasonable period following the Participant's entry date and before the Compensation to which the Election applies becomes currently available; or (b) for the first payroll period following the EACA's effective date, if the Participant makes an Affirmative Election not later than the EACA's effective date.

3.15 IN-PLAN ROTH ROLLOVER CONTRIBUTION

(a) Right to elect In-Plan Roth Rollover Contribution. If elected in the Adoption Agreement, a Participant may elect to roll over a distribution directly to an In-Plan Roth Rollover Contribution Account in accordance with the provisions of the Plan, this Section and the elections made in the Adoption Agreement. "In-Plan Roth rollover contributions" will be subject to the Plan rules related to designated Roth accounts.

(b) Eligibility for distribution and rollover. A Participant must be eligible for a distribution in order to roll over a distribution to an In-Plan Roth Rollover Contribution Account in accordance with this Section. A Participant may not make an "in-Plan Roth rollover contribution" with regard to an amount which is not an "eligible rollover distribution."

(c) Form of rollover. The Administrator may permit an "in-Plan Roth rollover contribution" either by converting to cash any non-cash investments prior to rolling over the Participant's distribution election amount to the In-Plan Roth Rollover Contribution Account, or by rolling over the Participant's current investments to the In-Plan Roth Rollover Contribution Account. A Plan loan so transferred in a direct rollover (if such transfer is

permitted) without changing the repayment schedule is not treated as a new loan.

(d) Treatment of In-Plan Roth Rollover Contributions.

(1) Amount of In-Plan Roth Rollover

Contribution. A Participant may take an in-service distribution only for purposes of electing a direct rollover to an In-Plan Roth Rollover Contribution Account. A portion of the amount that is eligible to be rolled over to an In-Plan Roth Rollover Contribution Account may be distributed solely for the purpose of federal or state income tax withholding for the Participant's anticipated tax obligations regarding the amount includible in the Participant's gross income by reason of the In-Plan Roth Rollover Contribution (and the amount withheld for income taxes). The Administrator may limit the amount of the 100% withholding distribution to the amount the Administrator reasonably determines is sufficient to satisfy the Participant's federal and/or state income tax liability relating to the Plan distribution.

(2) No rollover or distribution treatment.

Notwithstanding any other Plan provision, a direct In-Plan Roth Rollover Contribution is not a rollover contribution for purposes of the Plan. Accordingly, the Plan will take into account the amounts attributable to an "in-Plan Roth rollover contribution" in determining whether a Participant's Vested Account balance exceeds \$5,000 for purposes of Code §411(a)(11). In addition, an "in-Plan Roth rollover contribution" is not a distribution for purposes of Code §401(a)(11) (relating to spousal consent) and 3405(c) (relating to mandatory income tax withholding). Furthermore, it is not a distribution for purposes of applying any limitations that a Plan may impose with respect to the number of in-service distributions permitted by the Plan.

(3) Withdrawal of In-Plan Roth Rollover

Contributions. A Participant may withdraw amounts from the Participant's In-Plan Roth Rollover Contribution Account only when the Participant is eligible for a distribution from the Plan account that is the source of the "in-Plan Roth rollover contribution." This Section does not expand (except, if elected, for distributions for withholding) or eliminate any distribution rights on amounts that a Participant elects to treat as an "in-Plan Roth rollover contribution."

(e) Definitions and other rules.

(1) In-Plan Roth Rollover Contribution. An

"in-Plan Roth rollover contribution" means a rollover contribution to the Plan that consists of a distribution from a Participant's Plan account, other than a designated Roth account, that the Participant rolls over to the Participant's designated In-Plan Roth Rollover Contribution Account in the Plan, in accordance with Code §402(c)(4). An "in-Plan Roth rollover contribution" may occur only by a direct rollover.

(2) Distribution from partially Vested account.

Distributions (i.e., the source of the "in-Plan Roth rollover contribution" amounts) are permitted only from Vested amounts allocated to a qualifying source as identified in the Adoption Agreement. If a distribution is made to a Participant who has not severed employment and who is not fully Vested in the Participant's Account from which the rollover is to be made, and the Participant may increase the Vested percentage in such account, then at any relevant time the Participant's Vested portion of the account will be determined in the manner set forth in Section 6.5(h).

3.16 IN-PLAN ROTH TRANSFER

(a) Right to elect In-Plan Roth Rollover Contribution.

As elected in the Adoption Agreement, a Participant may elect to transfer amounts to an In-Plan Roth Transfer Account in accordance with the provisions of the Plan and this Amendment. In-Plan Roth Transfers will be subject to the taxation provisions and separate accounting requirements that apply to designated Roth accounts. Furthermore, the Participant shall be fully Vested in the portion of his or her account attributable to the In-Plan Roth Transfer.

(b) Form of transfer. The Plan will transfer investments to the Participant's In-Plan Roth Transfer Account in accordance with the Plan terms and procedures governing Plan investments. A Participant loan that is transferred to a Participant's In-Plan Roth Transfer Account (if such transfer is permitted) without changing the repayment schedule is not treated as a new loan.

(c) Treatment of In-Plan Roth Rollover Contributions.

(1) No distribution treatment. An In-Plan Roth Transfer is not a Plan distribution. Accordingly, the Plan may not withhold or distribute any amounts for income tax withholding, unless a distribution of other amounts is permitted pursuant to the terms of the Plan.

(2) Withdrawal of In-Plan Roth Transfers. A Participant may withdraw amounts from the Participant's In-Plan Roth Transfer Account only when the Participant is eligible for a distribution from the Plan account that is the source of the In-Plan Roth Transfer. This Amendment does not expand or eliminate any distribution rights or restrictions on amounts that a Participant elects to treat as an In-Plan Roth Transfer.

(d) Definitions and other rules.

(1) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Account, into an In-Plan Roth Transfer Account, in accordance with Code §402(c)(4)(E) and this Amendment. An In-Plan Roth Transfer may only be made with respect to amounts that are not distributable under the terms of the Plan.

(2) Distribution from partially Vested account. Distributions (i.e., the source of the "in-Plan Roth rollover contribution" amounts) are permitted only from Vested amounts allocated to a qualifying source as identified in the Adoption Agreement. If a distribution is made to a Participant who has not severed employment and who is not fully Vested in the Participant's Account from which the rollover is to be made, and the Participant may increase the Vested percentage in such account, then at any relevant time the Participant's Vested portion of the account will be determined in the manner set forth in Section 6.5(h).

(3) In-Plan Roth Transfer Account. An In-Plan Roth Transfer Account is a sub-account the Plan Administrator establishes for the purpose of separately accounting for a Participant's Transfers attributable to the Participant's In-Plan Roth Transfers. The Plan Administrator has authority to establish such a sub-account, and to the extent necessary, may establish sub-accounts based on the source of the In-Plan Roth Transfer. The Plan Administrator will administer an In-Plan Roth Transfer Account as provided by IRS guidance and the Plan provisions, including the provisions of this Amendment.

(4) Participant includes certain alternate payees. For purposes of eligibility for an In-Plan Roth Transfer, the Plan will treat a Participant's alternate payee spouse or former spouse

who is not an Employee as a Participant (unless the right to elect an In-Plan Roth Transfer is limited to Employees).

ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 **DISTRIBUTION RESTRICTIONS.** Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 **TIME AND METHOD OF PAYMENT OF ACCOUNT.** The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

(A) Participant Election of Time and Method. The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

(B) Number of Initial Elections/Subsequent Elections. A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

(C) No Election/Default. If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

(D) Mandatory Distribution. The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 **REQUIRED MINIMUM DISTRIBUTIONS.** The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) Precedence. The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

(B) Time and Manner of Distribution.

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) Death of Participant Before Distribution Begins. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) Spouse Designated Beneficiary. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

(b) Non-Spouse Designated Beneficiary. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section

4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(i) Participant's Life Expectancy. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(ii) Spouse's Life Expectancy. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) Non-Spouse's Life Expectancy. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(d) 5-year or Life Expectancy rule; possible election. The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section 4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b).

The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

(E) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) Required beginning date. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided

under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

(A) Unforeseeable Emergency. In the event of a Participant's unforeseeable emergency, the Plan Administrator may make a distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

(B) De minimis distribution. In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457

Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Default distribution or rollover. Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

(D) Mandatory default rollover. If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

(E) Non-spouse beneficiary rollover right. A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable. Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust beneficiary. If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in

determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

(F) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

(3) Direct rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) Mandatory distribution. A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal

Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

(5) 401(a)(31)(B) Effective Date. The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

(A) Direct payment. The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

(B) Definitions.

(1) Eligible retired public safety officer. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

(2) Public safety officer. A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

(3) Qualified health insurance premiums. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE V

PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and

application of the Plan. Any determination the Plan Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year,

pending their accrual and allocation in accordance with the Plan terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

(1) By Contribution Type. The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) By investment account type. The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) Pooled Accounts. A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) Participant-Directed Accounts. A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) Segregated Accounts. A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of

each Valuation Date, the Plan Administrator must reduce a Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period.

(3) Amount of Account/distributions. The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) Account statements. As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) Allocation of Earnings. This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) Allocate as of Valuation Date. As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) Definition of Valuation Date. A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) Definition of Valuation Period. The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) Allocation methods. The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment

Account types which the Plan Administrator maintains under the Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) Daily valuation method. If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) Balance forward method. If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) Balance forward with adjustment method. If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) Weighted average method. If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) Participant-Directed Account method. The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) Allocation of Net Income, Gain or Loss (No Trust). In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

5.08 ACCOUNT CHARGED. The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION. If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

5.10 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE. The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) Forfeiture Allocation. The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those

related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

5.12 PRESERVATION OF ELIGIBLE PLAN STATUS.

The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 **LIMITED LIABILITY.** The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 **LOST PARTICIPANTS.** If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) Attempt to Locate. The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) Failure to Locate. If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 **PLAN CORRECTION.** The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 SALARY REDUCTION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

(B) Election Timing. A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an

Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Salary Reduction Agreement. A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

6.04 PERSONAL DATA TO PLAN ADMINISTRATOR. Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

ARTICLE VII MISCELLANEOUS

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

ARTICLE VIII

TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN

8.01 GOVERNMENTAL ELIGIBLE 457 PLAN. The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

8.02 ACCEPTANCE/HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

(A) Nondiscretionary Trustee. The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE IX AMENDMENT, TERMINATION, TRANSFERS

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT.

A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

ADDENDUM

Notwithstanding Section 24 and Section 31 of the Adoption Agreement, the contribution rates for Employer Contributions and Mandatory Employee Contributions are as follows:

GENERAL TRANSFER	Hired Before	EE Cont %	ER Cont %	GENERAL NEW	Hired on or after	EE Cont %	ER Cont %
1917 Transfer	3/17/1997	4.5	14	1917 New	3/17/1997	4.5	11
192 Transfer	3/17/1997	4.5	14	192 New	3/17/1997	4.5	11
General Trans.	3/17/1997	4.5	14	General New	3/17/1997	4.5	11
Court Trans.	3/17/1997	4.5	14	Court New	3/17/1997	4.5	11
Dispatcher Trans.	3/17/1997	4.5	14	Dispatcher New	3/17/1997	5	11
Elected Trans.	3/17/1997	4.5	14	Elected New	3/17/1997	4.5	11
				PSA New	12/1/2011	4	11
POLICE TRANSFER	Hired Before	EE %	ER %	POLICE NEW	Hired Between	EE %	ER %
LPOA Transfer	11/24/1998	5	14	LPOA New	11/24/1998-11/30/2020	5	14
LCOA Trans.	12/8/1997	5.21	14	LCOA New	12/8/1997-11/30/2020	5.21	14
PO Admin Trans.	12/8/1997	5.21	14	PO Admin New	12/8/1997-11/30/2020	5.21	14
FIRE TRANSFER	Hired Before	EE %	ER %	FIRE NEW	Hired Between	EE %	ER %
FF Transfer	7/1/1998	4.5	14	FF New	7/1/1998-11/30/2020	4.5	14

**ADOPTION AGREEMENT FOR
GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Livonia

Address: 33000 Civic Center Drive

Street

Livonia Michigan 48154

City

State

Zip

Telephone: (734) 466-2530

Taxpayer Identification Number (TIN): 38-6005820

Employer's Fiscal Year ends: November 30

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. ☐ State government or state agency
- b. ☐ County or county agency
- c. ☒ Municipality or municipal agency
- d. ☐ Indian tribal government (see Note below)
- e. ☐ Other: _____

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.38). Will any other Employers adopt this Plan as Participating Employers?

- a. ☒ No
- b. ☐ Yes

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 10.)

4. PLAN NAME:

City of Livonia 401(a) Money Purchase Plan and Trust

5. PLAN STATUS

- a. ☐ New Plan
- b. ☒ Amendment and restatement of existing Plan
PPA RESTATEMENT (leave blank if not applicable)
 - 1. ☐ This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan

- a. September 17, 1997 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. November 1, 2016 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

Governmental Money Purchase Plan

7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:
- a. ☒ the calendar year
- b. ☐ the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. ☒ N/A
- d. ☐ beginning on _____ (enter month day, year; e.g., July 1, 2013)
and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.52) means:

- a. ☒ every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b. ☐ the last day of each Plan Year
- c. ☐ the last day of each Plan Year quarter
- d. ☐ other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):

- a. ☐ **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

(1) _____ (2) _____ (if more than 2, add names to signature page).

- b. [] **Individual Trustee(s).** Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

Name(s)

Title(s)

Address and telephone number

1. ☐ Use Employer address and telephone number
2. ☐ Use address and telephone number below:

Address:

Street

City

State

Zip

Telephone:

- c. ☒ **Corporate Trustee(s)** (add additional Trustees as necessary)

Name:

The City of Livonia, Michigan

Address:

33000 Civic Center Drive

Street

Livonia

City

Michigan

State

48154

Zip

Telephone:

(734) 466-2530

Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)

- d. [] Directed Trustee exceptions (leave blank if no exceptions):

Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)

1. ☐ The corporate Trustee will serve as Directed Trustee over the following assets: _____
2. ☐ The individual Trustee(s) will serve as Directed Trustee over the following assets: _____

Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)

3. [] over all Plan assets

Governmental Money Purchase Plan

- e. ☐ Discretionary Trustee exceptions (leave blank if no exceptions):
 Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
1. ☐ The individual Trustee(s) will serve as Discretionary Trustee over the following assets: _____
 2. ☐ The corporate Trustee will serve as Discretionary Trustee over the following assets: _____
- Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
3. ☐ over all Plan assets

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?

- f. [X] No
g. [] Yes

NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. ☒ Employer (use Employer address and telephone number)
b. ☐ Other:

Name: _____

Address: _____
Street

City State Zip

Telephone: _____

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 12-18 and 22-29)
2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. [] as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. ☒ **Employer contributions other than matching** (Questions 24-25)
1. ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.c. must be selected)
- c. ☐ **Employer matching contributions** (Questions 26-28)
- d. ☒ **Mandatory Employee contributions** (Question 31)
- e. ☒ **After-tax voluntary Employee contributions** (Question 32)
- f. ☒ **Rollover contributions** (Question 39)

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:

- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. ☒ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. ☐ Union Employees (as defined in Plan Section 1.17)
 2. ☐ Nonresident aliens (as defined in Plan Section 1.17)
 3. ☐ Leased Employees (Plan Section 1.28)
 4. ☐ Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.

5. ☒ Other: Temporary or Seasonal Employees whose regularly scheduled Service is less than 2,080 Hours of Service in the relevant Eligibility Computation Period. If a Temporary or Seasonal Employee actually completes at least 2,080 Hours of Service during the relevant Eligibility Computation Period, the Employee will become an Eligible Employee. (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. **CONDITIONS OF ELIGIBILITY (Plan Section 3.1)**

- a. ☐ **No age or service required.** No age or service required for all Contribution Types (skip to Question 14).
b. ☒ **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

c. ☒ **Age Requirement**

1. ☒ No age requirement
2. ☐ Age 20 1/2
3. ☐ Age 21
4. ☐ Age _____ (may not exceed 26)

d. ☒ **Service Requirement**

1. ☐ No service requirement
2. ☒ 6 (not to exceed 60) months of service (elapsed time)
3. ☐ 1 Year of Service
4. ☐ _____ (not to exceed 5) Years of Service
5. ☐ _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
6. ☐ _____ consecutive months of employment from the Eligible Employee's employment commencement date.
7. ☐ Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. ☐ If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
1. ☐ service requirement (may let part-time Eligible Employees into the Plan)
 2. ☐ age requirement
 3. ☐ waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. ☐ This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1. ☐ The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 2. ☐ The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. ☒ date such requirements are met
- b. ☐ first day of the month coinciding with or next following the date on which such requirements are met
- c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)
- f. ☐ first day of the Plan Year in which such requirements are met
- g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. ☐ other: _____ (must be definitely determinable)

SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)

- a. ☒ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. ☐ Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.; select d. - f. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

Other Employer	Eligibility	Vesting	Contribution Allocation
c. ☐ Employer name: _____	1. ☐	2. ☐	3. ☐
d. ☐ Employer name: _____	1. ☐	2. ☐	3. ☐
e. ☐ Employer name: _____	1. ☐	2. ☐	3. ☐

Limitations

- f. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/13)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)

NOTE: If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan Section 1.54 will apply, including the following defaults:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
4. For vesting and allocation purposes, the computation period will be the Plan Year.

- a. ☒ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:

1. ☐ all purposes (skip to Question 17)
2. ☒ the following purposes (select one or more):
 - a. ☒ eligibility to participate
 - b. ☐ vesting
 - c. ☐ sharing in allocations or contributions

- b. ☒ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):

1. ☐ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
2. ☒ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ sharing in allocations or contributions

Such method will apply to:

- c. ☐ all Employees
- d. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
- e. ☐ other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

- f. ☐ days worked (10 hours per day)
- g. ☐ weeks worked (45 hours per week)
- h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. ☐ months worked (190 hours per month)
- j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. ☐ other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

- 4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 - 1. ☐ eligibility to participate
 - 2. ☐ vesting
 - 3. ☐ sharing in allocations or contributions

VESTING

- 17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
 - a. ☐ N/A (no Employer contributions; skip to Question 19)
 - b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. ☐ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☐ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☒ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 - 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. ☒ Cliff: 100% vesting after 4 (not to exceed 15) years
 - 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Vesting for Employer matching contributions

- f. ☒ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 - 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 - 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 - 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 - 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 - 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age _____.
- c. ☐ Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. ☒ duty related Death
- e. ☒ duty related Total and Permanent Disability
- f. ☐ Early Retirement Date

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:

- a. ☐ **Specific age.** The date a Participant attains age _____ (may not exceed 65)
- b. ☒ **Age/participation.** The later of the date a Participant attains age 55 (may not exceed 65) or the 4th (may not exceed 10th) anniversary of the date in which participation in the Plan commenced

NOTE: Effective for Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three months after the final regulations are published in the Federal Register, Normal Retirement Age of less than age 62 must meet Regulation §1.401(a)-1(b)(2).

Qualified police or firefighters. Normal Retirement Age for qualified public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- c. ☒ Age 50 (may not be less than 50)

20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:

- a. ☒ date on which the Participant attains "NRA"
- b. ☐ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

- a. ☒ N/A (no early retirement provision provided)
- b. ☐ Early Retirement Date means the:
 - 1. ☐ date on which a Participant satisfies the early retirement requirements
 - 2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 - 3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

- 4. ☐ Participant attains age _____
AND, completes.... (leave blank if not applicable)
 - a. ☐ at least _____ Years (or Periods) of Service for vesting purposes
 - b. ☐ at least _____ Years (or Periods) of Service for eligibility purposes
- c. ☐ Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. ☒ Wages, tips and other compensation on Form W-2
- b. ☐ Code §3401(a) wages (wages for withholding purposes)
- c. ☐ 415 safe harbor compensation

NOTE: Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457(b).

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. ☒ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. ☐ **No adjustments** (skip to i. below)
- h. ☒ **Adjustments.** Compensation will be adjusted by (select all that apply):
 - 1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
 - 2. ☐ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. ☒ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. ☐ excluding Military Differential Pay
 - 5. ☒ excluding overtime
 - 6. ☒ excluding bonuses
 - 7. ☒ other: As to All Contributions, call-in, on-call, gun allowance, food allowance, clothing allowance, cleaning allowance, car allowance, short-term disability, stipends, retention pay, sick leave payout at termination, or any other financial compensation from which pension contributions are not withheld are excluded (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

Military Differential Pay Special Effective Date (leave blank if not applicable)

- i. ☐ If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: _____ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☐ The defaults listed above apply except for the following (select one or more):
 - 1. ☐ Leave cash-outs will be **excluded**
 - 2. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 - 3. ☐ Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
 - 4. ☐ Disability continuation payments will be **included**

Plan Compensation (post-severance compensation adjustments)

- b. ☐ **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans.
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☒ **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
 - 1. ☐ Exclude all post-severance compensation
 - 2. ☐ Regular pay will be **excluded**
 - 3. ☐ Leave cash-outs will be **excluded**
 - 4. ☒ Nonqualified unfunded deferred compensation will be **excluded**

5. ☐ Military Differential Pay will be **included**
 6. ☐ Disability continuation payments will be **included**

NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 22 apply.

Post-severance compensation special effective date (leave blank if not applicable)

- e. ☐ If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: _____

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. ☒ **Fixed contribution** equal to (only select one):
1. ☐ _____% of each Participant's Compensation for each:
 - a. ☐ Plan Year
 - b. ☐ calendar quarter
 - c. ☐ month
 - d. ☐ pay period
 - e. ☐ week
 2. ☐ \$_____ per Participant.
 3. ☐ \$_____ per Hour of Service worked while an Eligible Employee
 - a. ☐ up to _____ hours (leave blank if no limit)
 4. ☒ other: The rates listed in the attached addendum (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).
- b. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. ☐ Sick leave
2. ☐ Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
 - a. ☐ The Former Employee must be at least age _____ (e.g., 55)
 - b. ☐ The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
 - a. ☐ The Employee must be at least age _____ (e.g., 55)
 - b. ☐ The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- c. ☐ **Social Security Replacement Plan.** An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)
Include only part-time, seasonal and temporary Employees (leave blank if not applicable)
 1. ☐ Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)
- a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year**
1. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
 2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 3. ☐ Participants will NOT share in the allocations, regardless of service.
 4. ☐ Participants will share in the allocations, regardless of service.
 5. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).
- Conditions for Participants employed on the last day of the Plan Year**
6. ☐ No service requirement.
 7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 8. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
 9. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).
- Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):
- c. ☐ Death
 - d. ☐ Total and Permanent Disability
 - e. ☐ Termination of employment on or after Normal Retirement Age
 1. ☐ or Early Retirement Date
26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(a)(3)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:
- A. **Elective deferrals taken into account.** For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):
- a. ☐ **457 plan(s).** Enter Plan name: _____
 - b. ☐ **403(b) plan(s).** Enter Plan name: _____
- NOTE:** If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.
- B. **Matching Formula.** (select one)
- c. ☐ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's elective deferrals
 1. ☐ that do not exceed _____% of a Participant's Compensation (leave blank if no limit)
 - d. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's elective deferrals, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- e. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's elective deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes
 2. ☐ eligibility purposes
- f. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b))

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a. ☐ N/A (no Plan specific limit on the amount of matching contribution)
 - b. ☐ \$_____.
 - c. ☐ _____ % of Compensation.
- B. **Period of determination.** The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):
- d. ☐ the Plan Year
 - e. ☐ each payroll period
 - f. ☐ each month
 - g. ☐ each Plan Year quarter
 - h. ☐ each payroll unit (e.g., hour)

28. ALLOCATION CONDITIONS FOR MATCHING CONTRIBUTIONS (Plan Section 4.3). Select a. OR b. and all that apply of c. - h.

- a. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. ☐ **Allocation conditions apply** (select one of 1. -5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year.**
1. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service (or _____ (not to exceed 12) months of service if the elapsed time method is selected).
 2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 3. ☐ Participants will NOT share in the allocations, regardless of service.
 4. ☐ Participants will share in the allocations, regardless of service.
 5. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Conditions for Participants employed on the last day of the Plan Year

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
 1. ☐ or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. ☐ The Plan Year quarter.
- g. ☐ Payroll period.
- h. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES** (Plan Sections 1.21 and 4.3(e))

Forfeitures of Employer contributions other than matching contributions will be:

- a. ☐ added to the Employer contribution and allocated in the same manner
- b. ☒ used to reduce any Employer contribution
- c. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- d. ☒ other: used to pay plan expenses (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:

- e. ☒ N/A. Same as above or no Employer matching contributions.
- f. ☐ used to reduce the Employer matching contribution.
- g. ☐ used to reduce any Employer contribution.
- h. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

30. **ALLOCATION OF EARNINGS** (Plan Section 4.3(c))

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

- a. ☒ N/A. (all assets in the Plan are subject to Participant investment direction)
- b. ☐ by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
- c. ☐ by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date
- d. ☐ by using the method specified in Plan Section 4.3(c) (balance forward method)
- e. ☐ other: _____ (must be a definite predetermined formula)

31. **MANDATORY EMPLOYEE CONTRIBUTIONS** (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

- a. ☐ An Eligible Employee must contribute to the Plan _____ % (not to exceed 25%) of Compensation.
- b. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____ % (not less than 1%) to _____ % (not to exceed 25%) of Compensation.
- c. ☒ Other: The rates listed in the attached addendum (must be definitely determinable)

Employer pick-up contribution. The mandatory Employee contribution is "picked up" by the Employer under Code §414(h)(2) unless elected below.

- d. ☐ The mandatory Employee contribution is not "picked-up" by the Employer.

32. **AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS** (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)

Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.

- a. ☐ After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.

DISTRIBUTIONS

33. **FORM OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. ☒ lump-sums
- b. ☒ substantially equal installments
- c. ☒ partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)

- d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):
1. ☐ _____
- e. ☒ annuity: Fixed: monthly, quarterly, semi-annually or annually over period certain of 3-20 years; monthly of participant's life or if longer, period certain 5, 10, 15, 20; monthly over participant's life; monthly of participant's life continuing for beneficiary's life of 50% or 100%. Variable: monthly of participant's life or if longer, period certain 5, 10, 15, 20; monthly over participant's life; monthly of participant's life continuing for beneficiary's life of 50% or 100%. (describe the form of annuity or annuities)
- f. ☐ other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

- g. ☒ cash only, except for (select all that apply; leave blank if none apply):
1. ☐ insurance Contracts
2. ☐ annuity Contracts
3. ☐ Participant loans
- h. ☐ cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
1. ☐ _____ (must be definitely determinable and not subject to Employer discretion)

34. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of \$5,000

- a. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- b. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. ☐ Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- f. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. ☒ Other: As soon as administratively practicable following the Participant's formal request for the distribution. The Participant may only request the distribution after 30 days following Severance from Employment. (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of \$5,000 or less

- h. ☐ Same as above
- i. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- j. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. ☒ Other: As soon as administratively practicable following the Participant's formal request for the distribution. The Participant may only request the distribution after 30 days following Severance from Employment. If no formal request is made, the mandatory distribution provisions under Election 34.D.(n) apply. (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f. and 34.h.):

- l. ☐ Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. Participant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m. ☐ No, Participant consent is required for all distributions.
- n. ☒ Yes, Participant consent is required only if the distribution is over:
1. ☐ \$5,000

2. ☒ \$1,000
 3. ☐ \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.
 o. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

35. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"
 b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
 c. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries
 d. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

36. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. ☐ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied:
 1. ☐ Age. The Participant has reached:
 a. ☐ Normal Retirement Age
 b. ☐ age 62
 c. ☐ age _____ (may not be earlier than age 62)

Special effective date (may be left blank if same as Plan or Restatement Effective Date)

- d. ☐ _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than the first day of the Plan Year beginning in 2007)

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. ☐ all Accounts
 c. ☐ only from the following Accounts (select one or more):
 1. ☐ Account attributable to Employer matching contributions
 2. ☐ Account attributable to Employer contributions other than matching contributions
 3. ☐ Rollover Account
 4. ☐ Transfer Account
 5. ☐ Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. ☐ N/A (no additional limitations)
 e. ☐ Additional limitations (select one or more):
 1. ☐ The minimum amount of a distribution is \$_____.
 2. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 3. ☐ Distributions may only be made from Accounts which are fully Vested.
 4. ☐ In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)

Continued benefit accruals.

- a. ☐ Continued benefit accruals will NOT apply
- b. ☒ Continued benefit accruals will apply

Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

- c. ☐ _____ (may not be earlier than the first day of the 2007 Plan Year)

Distributions for deemed severance of employment

- d. ☐ The Plan does NOT permit distributions for deemed severance of employment
- e. ☒ The Plan permits distributions for deemed severance of employment

Special effective date (may be left blank if same as Plan or Restatement Effective Date)

- 1. ☐ _____ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

MISCELLANEOUS

38. LOANS TO PARTICIPANTS (Plan Section 7.6)

- a. ☐ New loans are NOT permitted.
- b. ☒ New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a. ☒ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b. ☒ Participants who are Former Employees

Distributions. When may distributions be made from a Participant's Rollover Account?

- c. ☒ At any time
- d. ☐ Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))

Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:

- a. ☐ RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
- b. ☐ RMDs continued unless otherwise elected by a Participant or Beneficiary.
- c. ☐ RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
- d. ☐ Other: _____

Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):

- e. ☐ "2009 RMDs" and "Extended 2009 RMDs."
- f. ☐ "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:

- a. ☐ Non-spousal rollovers are allowed effective _____ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)

Governmental Money Purchase Plan

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as FIS Business Systems LLC Governmental Volume Submitter Money Purchase Plan #09-002.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

FIS Business Systems LLC will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify FIS Business Systems LLC of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: The City of Livonia, Michigan

Address: 33000 Civic Center Drive

Livonia Michigan 48154

Telephone: (734) 466-2530

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: City of Livonia

By: _____	_____ DATE SIGNED
By: _____	_____ DATE SIGNED
By: _____	_____ DATE SIGNED
By: _____	_____ DATE SIGNED
By: _____	_____ DATE SIGNED

TRUSTEE (OR INSURER):

☐ The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

The City of Livonia, Michigan

_____ TRUSTEE OR INSURER	_____ DATE SIGNED
-----------------------------	----------------------

**APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

A. Special effective dates (leave blank if not applicable):

- a. ☐ **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

B. Other permitted elections (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☐ **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
 1. ☐ eligibility purposes
 2. ☐ vesting purposes
- d. ☒ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: First to the Participant's spouse; then to the Participant's estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): _____.
- f. ☐ **Limitation Year** (Plan Section 1.29). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
 1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____.
- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.39 and 1.54). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
2. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
3. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
4. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
5. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐
6. ☐ Employer name: _____	a. ☐	b. ☐	c. ☐

Limitations

7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
 (e.g., credit service with X only on/following 1/1/13)

- i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
 2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d. AND complete e.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

- a. ☐ Participants who are Employees as of _____ (enter date).
- b. ☐ Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. ☐ Other: _____ (e.g., Participants in division A)

Vesting schedule

- e. The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the commencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. ☐ N/A (annuity distributions are not permitted)
 2. ☐ Upon the commencement of distributions, the original Annuity Starting Date will be retained.
 3. ☐ Upon the commencement of distributions, a new Annuity Starting Date is created.
 - b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

- k. ☐ **Other spousal provisions** (select one or more)

1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

- l. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____

- m. ☒ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.49, Total and Permanent Disability means: total and permanent incapacitation for duty in the employ of the Employer subject to the provisions of 2.96.290 and 2.96.320 of the Livonia Code of Ordinances (must be definitely determinable).

- n. ☐ **Permissible Trust (or Custodian) modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below):

NOTE: Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. ☐ **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows:

2. ☐ **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

3. ☐ **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows:

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. **Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)

- a. ☐ Limitations (select one or more):
 1. ☐ Loans will be treated as Participant directed investments.
 2. ☐ Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
 - a. ☐ hardship reasons specified in Plan Section 6.12
 - b. ☐ financial necessity (as defined in the loan program).
 3. ☐ The minimum loan will be \$_____.
 4. ☐ A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 5. ☐ All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 6. ☐ **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. ☐ Account(s) attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions
 - c. ☐ Rollover Account
 - d. ☐ Transfer Account
 - e. ☐ Other: _____
- AND**, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f. ☐ by determining the limits by only considering the restricted accounts.
 - g. ☐ by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
 1. ☐ payroll deduction
 2. ☐ ACH (Automated Clearing House)
 3. ☐ check
 - a. ☐ Only for prepayment
- c. ☐ **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
 1. ☐ _____ percentage points over the prime interest rate
 2. ☐ _____%
 3. ☐ the Administrator establishes the rate at the time the loan is made
- d. ☐ **Refinancing.** Loan refinancing is allowed.

B. **Life Insurance.** (Plan Section 7.5)

- a. ☒ Life insurance may not be purchased.
- b. ☐ Life insurance may be purchased...
 1. ☐ at the option of the Administrator
 2. ☐ at the option of the Participant

Limitations

3. ☐ N/A (no limitations)
4. ☐ The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
 - a. ☐ Each initial Contract will have a minimum face amount of \$_____.
 - b. ☐ Each additional Contract will have a minimum face amount of \$_____.
 - c. ☐ The Participant has completed _____ Years (or Periods) of Service.
 - d. ☐ The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. ☐ The Participant is under age _____ on the Contract issue date.
 - f. ☐ The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. ☐ The maximum face amount of any life insurance Contract will be \$_____.

C. **Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. ☐ No
- b. ☒ Yes

D. Directed investments

- a. ☐ Participant directed investments are NOT permitted.
- b. ☒ Participant directed investments are permitted from the following Participant Accounts:
 - 1. ☒ all Accounts
 - 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Account attributable to Employer contributions
 - b. ☐ Rollover Account
 - c. ☐ Transfer Account
 - d. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. ☐ No, Administrator determines in operation which sources will be accepted.
- b. ☒ Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. ☒ **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. ☒ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. ☐ a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. ☐ a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. ☐ a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. ☐ The Plan will accept a direct rollover of a Participant loan
- i. ☐ The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): _____ (e.g., only from Participants who were employees of an acquired organization).

- 2. ☒ **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
 - a. ☒ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - b. ☐ a plan described in Code §403(a) (an annuity plan)
 - c. ☐ a plan described in Code §403(b) (a tax-sheltered annuity)
 - d. ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3. ☐ **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

ADDENDUM

Notwithstanding Section 24 and Section 31 of the Adoption Agreement, the contribution rates for Employer Contributions and Mandatory Employee Contributions are as follows:

GENERAL TRANSFER	Hired Before	EE Cont %	ER Cont %	GENERAL NEW	Hired on or after	EE Cont %	ER Cont %
Local 1917 Transfer	3/17/1997	3.66	13	Local 1917 New	3/17/1997	3.66	8
Local 192 Transfer	3/17/1997	3.1	13	Local 192 New	3/17/1997	3.1	8
General Transfer	3/17/1997	3.1	13	General New	3/17/1997	3.1	8
Court Transfer	3/17/1997	3.1	13	Court New	3/17/1997	3.1	8
Dispatchers Transfer	3/17/1997	3.1	13	Dispatchers New	3/17/1997	3.1	8
Elected Transfer	3/17/1997	3.1	13	Elected New	3/17/1997	3.1	8
Police Service Aide	3/17/1997	N/A	N/A	Police Service Aide	3/17/1997	3.1	8

POLICE TRANSFER	Hired Before	EE Cont %	ER Cont %	POLICE NEW	Hired on or after	EE Cont %	ER Cont %
LPOA Transfer	11/24/1998	5	13	LPOA New	11/24/1998	5	11
LT & SGT Transfer	12/8/1997	5.21	13	LT & SGT New	12/8/1997	5.21	11
PO Admin. Transfer	12/8/1997	5.21	13	PO Admin. New	12/8/1997	5.21	11

FIRE TRANSFER	Hired Before	EE Cont %	ER Cont %	FIRE NEW	Hired on or after	EE Cont %	ER Cont %
FF Transfer	7/1/1998	4.5	13	FF New	7/1/1998	4.5	11
FF Admin. Transfer	7/1/1998	4.5	13	FF Admin. New	7/1/1998	4.5	13

ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER (1.11).

Name: City of Livonia

Address: 33000 Civic Center Drive

Street

Livonia Michigan 48154

City

State

Zip

Telephone: (734) 466-2530

Taxpayer Identification Number (TIN): 38-6005820

2. PLAN NAME.

Name: City of Livonia Deferred Compensation 457 Plan

3. PLAN YEAR (1.25). Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

a. ☒ **December 31.**

b. ☐ **Plan Year:** ending: _____.

c. ☐ **Short Plan Year:** commencing: _____ and ending: _____.

4. EFFECTIVE DATE (1.08). The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

a. ☐ **New Plan.**

b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

c. ☒ April 26, 1989 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

d. ☒ November 2, 2016 (enter month day, year)

Special Effective Dates: (optional)

e. ☐ **Describe:** _____.

5. CONTRIBUTION TYPES. (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

Frozen Plan

a. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).

1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. ☐ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable):

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ **Yes.** See Question 16.

2. ☒ **No.**

And will **Roth Elective Deferrals** be made?

3. ☒ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4. ☐ **No.**

- c. ☐ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEE (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. ☒ **No exclusions.** All Employees are eligible to participate.

- b. ☐ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** _____.

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. ☐ **Participate.** Permits Independent Contractors to participate in the Plan.

- b. ☒ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b. or c.):

- a. ☒ Wages, tips and other compensation on Form W-2.

- b. ☐ Code §3401(a) wages (wages for withholding purposes).

- c. ☐ 415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of d. or e.):

- d. ☒ **No modifications.** The Plan makes no modifications to the definition.

- e. ☐ **Modifications** (Choose one or more of 1. through 5.):

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.

3. ☐ **Bonuses.** The Plan excludes bonuses.

4. ☐ **Overtime.** The Plan excludes overtime.

5. ☐ **Specify:** _____.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of f. or g.*):

f. ☒ **Plan Year.** The Employee's Compensation for the entire Plan Year.

g. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):

a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b. ☒ **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):

1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.

2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.

3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.

4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.

5. ☒ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.

6. ☒ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** Salary continuation payments for military service

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):

a. ☒ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 55. [Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]

b. ☐ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____. [Note: The age may not exceed age 70 1/2.]

Special Provisions for Police or Fire Department Employees (*Choose c. and/or d. as applicable*):

c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. [Note: The age may not exceed age 70 1/2.]

d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):

1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]

2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. [Note: The age may not exceed age 70 1/2.]

11. **ELIGIBILITY CONDITIONS (2.01).** (*Choose one of a. or b.*):

a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):

1. ☐ **Age.** Attainment of age _____.

2. ☐ **Service.** Service requirement (*Choose one of a. or b.*):
- a. ☐ **Year of Service.** One year of Continuous Service.
- b. ☐ **Months of Service.** _____ month(s) of Continuous Service.
3. ☐ **Specify:** _____.

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):

- a. ☒ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- c. ☐ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☐ **Specify:** _____.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

- a. ☒ **No limitations.**
- b. ☐ **Limitations.** (*Choose one or more of 1., 2. or 3.*):
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (*specify dollar amount or percentage of Compensation*).
2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (*specify dollar amount or percentage of Compensation*).
3. ☐ **Specify:** _____.

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

Special NRA Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
- AND, Special NRA Catch-Up Contributions (*Choose one of 1. or 2.*):**
1. ☒ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32]:

- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of 1. through 3.*):
1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.
3. ☐ **Describe Application of Automatic Deferrals:** _____.

c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions is (Choose one or more of a. through d.):

- a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through h.):

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of i. through l.):

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of m. or n.):

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions (Choose one or more of 1. through 4.):
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5c. are made as follows: (Choose one):

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.

- b. ☐ **Fixed - Pro Rata.** _____ % of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows:

_____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.)*:

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.)*:
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
 2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
 3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
 4. ☐ **Specify:** _____.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.)*:

- a. ☐ **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. ☐ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☒ **Specify:** As soon as administratively practicable following the Participant's formal request for the distribution. The Participant may only request the distribution after 30 days following Severance from Employment.

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable)*:

- f. ☒ **Lump sum.** A single payment.
- g. ☒ **Installments.** Multiple payments made as follows: monthly, quarterly, semi-annual, annual.
- h. ☐ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☒ **Annuity distribution option(s):** Fixed: monthly, quarterly, semi-annually or annually over period certain of 3-20 years; monthly of participant's life or if longer, period certain 5, 10, 15, 20; monthly over participant's life; monthly of participant's life continuing for beneficiary's life of 50% or 100%. Variable: monthly of participant's life or if longer, period certain 5, 10, 15, 20; monthly over participant's life; monthly of participant's life continuing for beneficiary's life of 50% or 100%.
- j. ☒ **Specify:** Partial lump sum payment.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.)*:

- k. ☐ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☐ **Specify:** _____.

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment *(Choose n. or o.)*:

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the

Plan will make a Mandatory Distribution following Severance from Employment.

Exclusion of rollovers in determination of \$5,000 threshold. In determining the \$5,000 threshold (or other dollar threshold above), rollover contributions will be:

- p. ☒ **included.**
 q. ☐ **excluded.**

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
 b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.
 c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.
 d. ☐ **Describe:** _____.

[*Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.*]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
 b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
 1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A).
 2. ☐ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
 a. ☐ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
 b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
 c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$_____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$_____ but that does not exceed \$5,000.
 3. ☐ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
 4. ☐ **Specify:** _____.

[*Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).*]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a. ☒ **Apply.**
 b. ☐ **Do not apply.**
 c. ☐ **Specify:** _____.

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a. ☒ **Daily.** See Section 5.07(B)(4)(a).
 b. ☐ **Balance forward.** See Section 5.07(B)(4)(b).
 c. ☐ **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
 d. ☐ **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.

e. ☐ **Directed Account method.** See Section 5.07(B)(4)(e).

f. ☐ **Describe Earnings allocation method:** _____.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

a. ☐ **Not apply the benefit accrual provisions of Section 3.13.**

b. ☒ **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

c. ☐ **The Plan does NOT permit distributions for deemed severance of employment.**

d. ☒ **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

a. ☒ **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:

1. ☒ **All Contributions.** (skip to 25.)

2. ☐ **Only the following contributions.** (select all that apply):

a. ☐ **Salary Reduction Contributions.**

b. ☐ **Nonelective Contributions.**

c. ☐ **Matching Contributions.**

b. ☐ **Forfeiture under Vesting Schedule.** Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

4. ☐ **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

For vesting purposes, a "Year of Service" means:

5. _____.

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**

2. ☐ **Nonelective Contributions.**

3. ☐ **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5. ☐ **Specify:** _____.

Additional Provisions (Choose d. if applicable)

d. ☐ **Specify:** _____.

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures (Choose one of the following):

e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.

2. ☐ **Matching.** As an additional Matching Contribution.

f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

g. ☐ **Specify:** _____.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.

b. ☒ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

a. ☒ **Custodial account(s).**

b. ☐ **Annuity contract(s).**

c. ☐ **Specify:** _____.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

a. ☐ **No additional Valuation Dates.**

b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):

1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.

3. ☐ **Specified Valuation Dates:** _____.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. TRUSTEE (Select all that apply; leave blank if not applicable.):

- a. ☐ Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)

Title(s)

Address and Telephone number (Choose one of 1. or 2.):

1. ☐ Use Employer address and telephone number.
2. ☐ Use address and telephone number below:

Address:

Street

Street

City	State	Zip
------	-------	-----

City

State

Zip

Telephone:

- b. ☐ Corporate Trustee

Name:

Address:

Street

City _____ State _____ Zip _____

City

State

Zip

Telephone:

AND, the Corporate Trustee shall serve as:

- c. ☐ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

29. **PLAN LOANS (5.02(A)).** The Plan permits or does not permit Participant Loans (*Choose one of a. or b.*):

- a. ☐ Does not permit.

- b. ☐ **Permitted pursuant to the Loan Policy.**

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Plan permits Rollover Contributions subject to approval by the Plan Administrator and as further described below:

Who may roll over (*Choose one of a. or b.*):

- a. ☐ **Participants only.**

- b. ☒ **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c. ☐ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.

- d. ☒ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Qualified plans described in Code Section 403(a), 403(b) plans, 457 plans, and IRAs. Rollovers of Qualified plans described in Code Section 401(a) and Employee (after-tax) Contributions are not allowed

Distribution of Rollover Contributions (Choose one of e., f. or g.):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

31. EACA Automatic Deferral Provisions (3.14).

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold _____% of Compensation each payroll period.

Escalation of deferral percentage (select one or leave blank if not applicable)

1. ☐ **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____ of Compensation.
2. ☐ **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. ☐ A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions of Sections 2.2. or 2.3 unless otherwise specified below.

2. ☐ Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. ☐ **Yes, allowed.**

33. **In-Plan Roth Rollover Transfers.**

- a. ☐ **Yes, allowed.**

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.
Separate Trust Agreement. An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: City of Livonia

By: _____

DATE SIGNED

By: _____

DATE SIGNED

By: _____

DATE SIGNED

By: _____

DATE SIGNED

By: _____

DATE SIGNED

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

5.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

6. REQUEST FOR APPROVAL OF THE PLAN DOCUMENTS FOR THE 401(A) DEFINED CONTRIBUTION PLAN AND THE 457(B) DEFERRED COMPENSATION PLAN; Civil Service Department; re: same.

Jeannine Laible, Human Resources Director, presented the request to Council.

Rob Donovic offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Parks and Recreation February 28, 2022

MEETING DATE

Study meeting of
February 28, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for the replacement of the pool heater at Botsford Pool, from budgeted funds.

BACKGROUND

The Department of Parks and Recreation has solicited bids to replace the pool heater at Botsford Pool. The work will take place Spring 2022 prior to our outdoor pool season.

The heater at Botsford is outdated and is past its useful life. Replacing the heater allows us to maintain the desired temperature and provide an enjoyable aquatic experience for our residents.

Specifications were prepared by the Department, and an advertisement for bids was placed on the MITN website. Two (2) companies submitted bids, which were opened in the presence of the Bid Committee at 2 p.m. on February 8, 2022. Below is the bid tabulation, for Council's review.

Company	Address	Total
A&F Water Heater	35170 Beattie Drive, Sterling Heights, MI 48313	\$96,222.44
Clearwater Pool and Spa	12351 Stark Rd., Livonia, MI 48150	\$116,929.13

RECOMMENDATION

We recommend that City Council authorize the Mayor and City Clerk to execute contracts for the Botsford Heater Replacement to A&F Water Heater, 35170 Beattie Drive, Sterling Heights, MI 48312 for an amount not to exceed \$96,222.44. Attached for review is their form of proposal and bid specification.

FISCAL CONSIDERATION

Sufficient funds have been budgeted in account no. 208-795-987-000.

ATTACHMENTS

1. S022822 pool heater at Botsford Pool MINUTES
2. 2022 Botsford Water Heater

3. 2022 Botsford Heater Bid Specs

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: February 09, 2022



Michael Slater, Finance Director

Date: February 10, 2022



Maureen Miller Brosnan, Mayor

Date: February 14, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

6.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

7. AWARD OF BID: Department of Parks and Recreation, re: for the replacement of the pool heater at Botsford Pool, from budgeted funds.

Stephanie Manoogian, Aquatics Coordinator for Park and Recreation presented the request to Council.

Vice President Laura Toy asked when the last time the heater was replaced. Stephanie Manoogian replied that it was in 2008.

Scott Bahr offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

FORM OF PROPOSAL
City of Livonia
Botsford Pool Heater Replacement

Bid of A & F Water Heater hereinafter called
Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business
as A & F Water Heater *.

* 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 City of Livonia, 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. 1

Addendum Date 2/2/22

The work may be awarded per item number.

Item Description	Unit Price (\$)	Total
Lochinvar CPN 1262 Heaters Quantity: 2		
Alternate: Mfg <u>N/A</u>	Warranty Labor <u>0</u>	\$ <u>50,163.44.</u>
Model # <u>N/A.</u>	Warranty Parts <u>0</u> <u>Factory Warranty</u>	
Labor and materials		\$ <u>46,059.00.</u>
Total for all items:		\$ <u>96,222.44.</u>

FORM OF PROPSAL – Botsford Pool Heater Replacement
CITY of LIVONIA DEPARTMENT OF PARKS & RECREATION

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities and informalities therein. It is agreed that this bid may not be withdrawn for 120 days from the opening thereof.

Number of days it will take to complete the project upon being given notice to proceed
100 DAYS

Number of days it will take to obtain materials and equipment for project upon being given notice to proceed 70 DAYS ** Boilers are 10 weeks out.*

We are ☒ able to complete the project on or before May 31, 2022?
X Yes No

If no, please specify the date by which work will be completed _____

The contractor and their sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their sex or age, except when based on a bona fide occupational qualification, or because of their race, color, religion, national origin or ancestry. (Act 453 P.A. 1976 As Amended) The contractor further agrees that they will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this contract may be regarded as a material breach of contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership, (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Date 2/7/22 Firm Name A & F Water Heater
(If corporation, partnership, or assumed name)

Address 35170 Brattie Dr. Signature Louise Quadri
(Person executing bid and official capacity)

Print Name Louise Quadri

City Sterling Heights State MI Zip Code 48312

Email accounts@afwaterheater.com

Phone 586-939-9100 FAX 586-939-9101

Scott Harvey / owner
(Names of Principal Officers and designate official capacity)

Jeffrey Harvey / owner
(If partnership or assumed name, indicate names of owners)

CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:

NAME: Louise Quadriini TITLE: Accts Receivable

PHONE: 586-939-9100

EMAIL: accounts@afwaterheater.com

To be considered for this project, the following forms must be uploaded to the MITN website by 2:00 PM on February 8, 2022, via the MITN website only www.mitn.info:

- ☒ Bid Bond
- ☒ Form of Proposal Pages (FP1 – FP7)
- ☒ Project Timeline
- ☒ Warranty Documentation
- ☒ Company Overview

Botsford Pool Heater Replacement REFERENCE FORM

COMPANY NAME: A & F Water Heater

Reference Company Name:	<u>Oakland University</u>		
City/State:	<u>2200 Squirrel Rd. Rochester, MI 48309</u>		
Summary of Work Performed:	<u>Installed 2 Lockinvar CPV 2072 Pool Boilers, Factory Start-Up, New Boiler Pump. Combustion Analysis</u>		
Dates of Work:	<u>7/20/21 - We have a blanket P.O. w/ O.U. & provide them w/ all their boiler/water heater needs.</u>		
Company Contact Person:	<u>Kevin McDougal</u>	Title:	<u>Operations Maint.</u>
Phone Number:	<u>586-242-4677</u>	Email:	<u>mcDougal2@oakland.edu</u>

Reference Company Name:	<u>Marine City High School</u>		
City/State:	<u>1085 Ward St. Marine City, MI 48039</u>		
Summary of Work Performed:	<u>Install Lockinvar FTX 725N w/ State Boiler Permit</u>		
Dates of Work:	<u>4/29/21</u>		
Company Contact Person:	<u>Kirk Grzelka</u>	Title:	<u>Maint. Mgr.</u>
Phone Number:	<u>810-335-4829</u>	Email:	<u>Kgrzelka@ECSD.US</u>

Reference Company Name:	<u>Riverview Health</u>		
City/State:	<u>18300 E. Warren, Detroit MI</u>		
Summary of Work Performed:	<u>Install 3 Lockinvar FBN 2001 Crest High Efficiency Boilers.</u>		
Dates of Work:	<u>Start date 1/24/22 - currently</u>		
Company Contact Person:	<u>Eric Swaveland</u>	Title:	<u>Director of Maint. Security & Transportation</u>
Phone Number:	<u>586-533-7796</u>	Email:	<u>eswaveland@riverviewhealthrehab.com</u>

**STATEMENT OF QUALIFICATIONS
BOTSFORD POOL HEATER REPLACEMENT**

Respondents must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: A&F Water Heater
 Address: 35170 Beattie Dr. Sterling Hts MI 48312
 Contact Person: Scott Harvey Title: owner
 Phone No. 586-939-9100 Email: service@afwaterheater.com

1. Number of years operating under you present name: 40
2. Number of years present owners have owned the company: 40
3. How many years of experience does your company have replacing pool heaters. 40
4. List municipalities who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Term of Service
City of Birmingham	10/11/2018
City of Huntington Woods	5/4/2019
City of Warren ^{Warren} Comm. Center	12/16/2019
Genesee County Jail	1/10/2021
East China School District	3/17/2021

5. General nature of work performed by your company:

We are warranty specialist for all brands pool boilers, pool heaters, water heaters and boilers. We service commercial and residential units.

6. Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Served	Description of Services Provided
<u>2018</u>	<u>Botsford Pool</u>	<u>Serviced valves on Pool heater</u>
<u>2018</u>	<u>Botsford Pool</u>	<u>Replaced Hot Surface Igniter</u>

7. List the members of the team who will oversee the contract and the roles they will perform.

Name	Title	Role	Years of Experience
Scott Harvey	Owner	Install / Manage	
Jeff Harvey	Owner		
Charlie Barrow	Master Plumber	Install	

8. What challenges do you foresee?

NONE

9. What is included in your base price for services? What services will incur additional fees:

NONE

10. Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: 586-939-9100

24-Hour Phone No.: 248-789-3440

11. Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	8am - 5pm
Saturday	Emergency Service
Sunday	Emergency Service
Holidays	Emergency Service

COMPANY NAME:

A&F Water Heater

SUBCONTRACTOR'S LIST – BOTSFORD POOL HEATER REPLACEMENT

COMPANY NAME: A & F Water Heaters

Subcontractor Name	Contact Person	Phone No.	Services to be provided



Lochinvar®
HIGH EFFICIENCY BOILERS & WATER HEATERS

WARRANTY INFORMATION BY

SERIAL NUMBER

PARTS AND SERVICE DEPARTMENT

Lebanon, Tennessee

615-889-8900 / Fax: 615-547-1000

www.Lochinvar.com

*Ask to provide additional
* 1 year parts warranty at no additional charge*

Warranty Code Explanation

1. Water heater tanks for residential use have a six (6) year limited warranty effective 60 days from date of manufacture as determined by the serial number.
2. Water heater tanks for commercial use have a three (3) year limited warranty effective 60 days from date of manufacture as determined by the serial number.
3. Storage Tanks have a five (5) year limited warranty effective 60 days from date of manufacture as determined by the serial number.
4. Heat exchangers on copper-tube water heater models (IW, PF, CF, CW) have a five (5) year limited warranty effective 60 days from the date of manufacture as determined by the serial number.
5. Heat exchangers on copper-tube water heater models (EW, RW, CW 90-500) have a three (3) year limited warranty effective 60 days from the date of manufacture as determined by the serial number.
6. Heat exchangers on copper-tube boiler models (IB, PB, CH, CB & EB) have a ten (10) year limited warranty effective 60 days from the date of manufacture as determined by the serial number.
7. Heat Exchangers on stainless tube boiler models (KB 80-285, WB, WH) have a twelve (12) year limited warranty effective 60 days from the date of manufacture as determined by the serial number.
8. Heat Exchangers on stainless tube boiler models (KB 399-800, SB, FB, FTXL) have a ten (10) year limited warranty effective 60 days from the date of manufacture as determined by the serial number.
9. Heat Exchangers on stainless tube water heater models (AW) have a five (5) year limited warranty effective 60 days from the date of manufacture as determined by the serial number.
10. Heat exchangers on copper-tube boiler models (RB, CB 45-260) have a twenty (20) year limited warranty effective 60 days from the date of manufacture as determined by the serial number.
11. All residential tank-type water heater parts have a six (6) year warranty from the date of purchase.
12. All commercial boiler, water heater, and pool heater parts have a one (1) year warranty from date of purchase. All residential boiler parts have a five (5) year warranty from date of purchase.
13. All shipping charges must be prepaid for any warranted item returned to Lochinvar at either Detroit, Michigan or Lebanon, Tennessee.

**THIS OUTLINE IS NOT A WARRANTY.
FOR COMPLETE INFORMATION, CONSULT THE WRITTEN LIMITED
WARRANTY OR LOCHINVAR'S CONSUMER PRODUCTS DIVISION.**

GAS, ELECTRIC & SOLAR	1979 - 2011
COMMERCIAL TANK TYPE GAS	1979 - 2011
LIGHT DUTY COMMERCIAL ELECTRIC	1979 - 2011
EXPLOSION RESISTANT ELECTRIC	1979 - 2011
JACKETED TANKS (RJS & RJA)	1986 - 2011
STANDARD HI-POWERS	1997 - 2011
COMPACT ASME HI-POWER	1997 - 2011
OIL FIRED	1992 - 2006

The above series has a two letter, six or seven number system, which is used to distinguish the warranty date.

Example: KJ-1000130...Built in September of 1993

The first letter signifies the year produced.
The second letter signifies the month produced.
The remaining numbers are production codes.

1 ST LETTER	2 ND LETTER
A = 2004	A = January
B = 2005	B = February
C = 2006	C = March
D = 2007	D = April
E = 2008	E = May
F = 2009	F = June
G = 2010	G = July
H = 2011	H = August
J = 2012	J = September
K = 1993	K = October
L = 1994	L = November
M = 1995	M = December
N = 1996	
P = 1997	
S = 1998	
T = 1999	
W = 2000	
X = 2001	
Y = 2002	
Z = 2003	

DATA PLATE LOCATION:

- Commercial Tank Type Gas, Oil Fired:**
Approximately half-way down the jacket on the front of the heater.
- Residential Tank Type Gas, Electric and Solar, Light Duty Commercial and Explosion Resistant Electric, Jacketed Tanks:**
Below the Lochinvar logo, approximately in the middle of the tank.
- Standard Hi-Power & Compact ASME Hi-Power:**
The upper right side of the jacket on the front of the heater.

Note: Residential products prior to serial number prefix SA have a five (5) year limited warranty.
Products starting with serial number prefix SA have a six (6) year limited warranty.

GAS, ELECTRIC & SOLAR	2011-Present
COMMERCIAL TANK TYPE GAS	2011-Present
LIGHT DUTY COMMERCIAL ELECTRIC	2011-Present
JACKETED TANKS (RJS Only)	2011-Present
STANDARD HI-POWERS	2011-Present
COMPACT ASME HI-POWER	2011-Present

The products listed above employ an eleven character alpha-numeric serial number system.

Example: 1142N012345...Built the 42nd week of 2011.

The first two characters signify the year built.
The second two characters signify the week built.
The fifth character signifies the manufacturing plant.
The remaining six characters are production codes.

1 ST TWO CHARACTERS	2 ND TWO CHARACTERS
11 = 2011	01 = 1st Week of the Year
12 = 2012	02 = 2nd Week of the Year
13 = 2013	03 = 3rd Week of the Year
14 = 2014	04 = 4th Week of the Year
15 = 2015	05 = 5th Week of the Year
16 = 2016	06 = 6th Week of the Year
17 = 2017	07 = 7th Week of the Year
18 = 2018	08 = 8th Week of the Year
19 = 2019	09 = 9th Week of the Year
20 = 2020	10 = 10th Week of the Year
21 = 2021	11 = 11th Week of the Year
	12 = 12th Week of the Year
	TO
	52 = 52nd Week of the Year

DATA PLATE LOCATION:

- Commercial Tank Type Gas:**
Approximately half-way down the jacket on the front of the heater.
- Residential Tank Type Gas, Electric and Solar, Light Duty Commercial, Jacketed Tanks:**
Approximately half to two-thirds down the length of the jacket on the front/right of the heater.
- Standard Hi-Power & Compact ASME Hi-Power:**
Under the Lochinvar nameplate on the front of the heater.

CUSTOM HI-POWER	1978-Present
JACKETED TANKS	1979-Present
COPPER-FIN	1981-Present
EnergyRite	2001-Present
POWER-FIN	1986-Present
MINI-FIN	1989-Present
COPPER-FIN II	1991-Present
EFFICIENCY+	1997-Present
INTELLI-FIN	2000-2010
SOLUTION	2004-Present
KNIGHT, KNIGHT XL	2005-Present
ARMOR	2007-Present
SHIELD	2008-Present
SYNC	2008-Present
CREST	2010-Present
FTXL	2014-Present

SYSTEM BEFORE MAY 2015

The above models will have either a 7 or a 12 character serial number. The first letter indicates the month, next two numbers indicate the year, the remaining are random production code numbers.

Example one: J930012...Built October, 1993

Example two: E07H00123456...Built June, 2007

First Letter	Next two Numbers
A = January	04 = 2004
B = February	05 = 2005
C = March	06 = 2006
D = April	07 = 2007
E = May	08 = 2008
F = June	09 = 2009
G = July	10 = 2010
H = August	11 = 2011
I = September	12 = 2012
J = October	13 = 2013
K = November	14 = 2014
L = December	15 = 2015

SYSTEM AFTER MAY 2015

The above models will have a 13 character serial number. The first four digits indicate the production date. In current production, the first & second digits are the year; the third & fourth digits are the week. In 2015, the pattern was reversed.

2015 Example: 411501213456...Built week 41 of 2015

2016 Example: 162201213456...Built week 22 of 2016

First & Second Numbers	Third & Fourth Numbers
16 = 2016	01 = 1st Week
17 = 2017	02 = 2nd Week
18 = 2018	03 = 3rd Week
19 = 2019	04 = 4th Week

DATA PLATE LOCATION:

A. Copper-Fin, Copper-Fin II, Efficiency+, Mini-Fin, Solution, KNIGHT XL, & ARMOR
On the right of the heater with the water connections.

B. Power-Fin, Intelli-Fin, SYNC

On back of the heater with the water connections.

First & Second Numbers	Third & Fourth Numbers
49 = 49th week	
50 = 50th week	
51 = 51st week	
52 = 52nd week	

STANDARD HI-POWER OIL FIRED (BRE SERIES)	1974-Apr. 1997 1984-1992
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NOTE: This chart is for reference only. See chart on page 2 for current Standard Hi-Power and Oil-Fired serial numbers.

The above models have one letter, followed by six numbers, and one final letter on Hi-Powers.

Note: The fourth digit on oil heaters will be a letter.

Example: J93-1030F...Built in September of 1993

First letter indicates month produced.

Next two numbers indicate year produced.

1 ST LETTER	1 ST & 2 ND NUMBER
A = January	82 = 1982
B = February	83 = 1983
C = March	84 = 1984
D = April	85 = 1985
E = May	86 = 1986
F = June	87 = 1987
G = July	88 = 1988
H = August	89 = 1989
J = September	90 = 1990
K = October	91 = 1991
L = November	92 = 1992
M = December	93 = 1993
	94 = 1994
	95 = 1995
	96 = 1996
	97 = 1997

DATA PLATE LOCATION:

A. Standard Hi-Power

The upper right side of jacket on the front of the heater.

B. Oil Heaters

Approximately halfway down the jacket on the front of the heater.

C. Custom Hi-Power, Jacketed Tanks

On outside door panel approximately at eye level.

D. EnergyRite

On the left side of the heater with the water connections.

E. KNIGHT

On the right, inside panel.

F. KNIGHT Fire Tube

On the left outside jacket panel.

G. SHIELD

Approximately three-quarters down the jacket on the front of the heater.

H. CREST

On the water outlet connection.

I. FTXL

On the back of the heater with the water connections.

NOTE: All charts are for reference only.

HI-FIRE COMMERCIAL GAS (HF) thru 1986
OIL FIRED (G-O SERIES) thru 1986
POWER GAS (PG) thru 1986

A) 1965-1983 models coded with one letter, followed by five numbers.
Example: M78013...Built in December of 1978
 First letter indicates month produced.
 The next two numbers indicate year produced.
 The remaining three numbers are production codes.

1 ST LETTER	1 ST TWO NUMBERS
A = January	75 = 1975
B = February	76 = 1976
C = March	77 = 1977
D = April	78 = 1978
E = May	79 = 1979
F = June	80 = 1980
G = July	81 = 1981
H = August	82 = 1982
J = September	83 = 1983
K = October	84 = 1984
L = November	85 = 1985
M = December	86 = 1986

1984-Present models coded with eight numbers.
Example: 85040000...April, 1985
 First two numbers indicate year produced.
 The third and fourth numbers indicate the month produced.
 The final four numbers are production codes.

DATA PLATE LOCATION:

- A. Hi-Fire - Left of the gas valve.
- B. Power Gas - Left of the gas valve.
- C. Oil-Fired (G-O Series)
On the front of the jacket, at the top.

ELECTRIC BOOSTERS (SB) 1978 - 2010

Booster serial numbers have ten numbers.
 The first six numbers are production related.
 The seventh & eighth number indicates year produced.
 The final ninth or tenth numbers equal month produced.
Example: 1234569708...Built in August of 1997

7 TH AND 8 TH NUMBER	9 TH AND 10 TH NUMBER
00 = 2000	02 = February
01 = 2001	03 = March
02 = 2002	04 = April
03 = 2003	05 = May
04 = 2004	06 = June
05 = 2005	07 = July
06 = 2006	08 = August
07 = 2007	09 = September
08 = 2008	10 = October
09 = 2009	11 = November
10 = 2010	12 = December
11 = 2011	01 = January

DATA PLATE LOCATION:

On the lower right corner of the jacket, from the front view.

COPPER-FIN® WATER HEATERS (CFW) 1968-1981
COPPER-FIN BOILERS (CFB) 1968-1981

The Copper-Fin heaters have a number followed by a letter(s) then three numbers.

Example: 5Y013...Built in May 1978

First number indicates month produced.
 Next letter(s) indicates year produced.
 Final three numbers are production codes.

1 ST NUMBER	1 ST LETTER
1 = January	P = 1970
2 = February	R = 1971
3 = March	S = 1972
4 = April	T = 1973
5 = May	U = 1974
6 = June	V = 1975
7 = July	W = 1976
8 = August	X = 1977
9 = September	Y = 1978
10 = October	Z = 1979
11 = November	AA = 1980
12 = December	BB = 1981

DATA PLATE LOCATION:

On the top left corner of Copper-Fin, from the front controls.

MOD-U-POWER (MUP) 1978-1984

The Mod-U-Power has a single letter, six number serial code.

Example: J-930001...Built in September of 1993

First letter indicates month produced.
 Next two numbers indicate year produced.
 The remaining numbers are production codes.

1 ST LETTER	1 ST & 2 ND NUMBER
A = January	78 = 1978
B = February	79 = 1979
C = March	80 = 1980
D = April	81 = 1981
E = May	82 = 1982
F = June	83 = 1983
G = July	84 = 1984
H = August	
I = September	
J = October	
K = November	
L = December	



Company Overview

A&F Water Heater is a service company that installs & services all major brands of water heater, boiler and pool heaters. We have over 30 years experience. Our technicians are trained to be the most knowledgeable in the industry. They've also been trained by factory/manufacturer. In fact, we are trusted by the manufacturers to service all warranty work, which is a direct result of our professionalism and competence. Some brands we service are Lochinvar, A.O. Smith, State, Bradford White, Rheem, American, GE, Raypak and many more.

We have recently been added as the service provider for Consumer Energy and DTE. Our reputation sets us apart from the rest.

A&F does offer a 24 hour emergency service for the unexpected that may arise. Let us quote your next project. For your next service call or if that emergency arises, call A&F and let us take care of your service needs. We look forward to servicing you.

We stand behind our work and know you will be happy once you make the switch.

Sincerely,

Scott Harvey

President

586-939-9100 office

586-939-9101 fax

248-789-3440 cell



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

The Ohio Casualty Insurance Company BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Sceff LLC dba A&F Water Heater

of 35170 Beattie Dr, Sterling Heights, MI 48312

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Livonia

of 19444 Lathers St, Livonia, MI 48152-2206

(hereinafter called the Obligor) in the penal sum of Five Percent of Bid Amount

Dollars 5% of Bid Amount lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated February 8, 2022 for Bostford Pool Heater Replacement; Install 2 Lochinvar Pool Boilers

NOW, THEREFORE, if the Obligor shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligor in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligor against any loss the Obligor may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: February 4, 2022

Sceff LLC dba A&F Water Heater
Principal

By: _____



The Ohio Casualty Insurance Company

By: _____

Ronald W. Mitzel

(Attorney-in-fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Sceff LLC dba A&F Water Heater

Agency Name: Mitzel Agency, Inc.

Bond Number: BID-0012242

Obligee: City of Livonia

Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Ronald W. Mitzel** in the city and state of **Macomb, MI**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 4th day of February, 2022.



By:

Renee C. Llewellyn, Assistant Secretary



Date: February 2, 2022

From: Enna A. Bachelor, Purchasing Manager

To: Prospective Bidders

Subject: Addendum No. 1 – Botsford Pool Heater Replacement

Addendum No. 1 is being issued to address questions and clarifications from the prebid meeting held on February 1, 2022.

MEETING SIGN-IN SHEET				
Project:	Botsford Pool Heater Replacement		Meeting Date:	2/1/2022
Facilitator:	Stephanie Manoogian and Enna Bachelor		Place/Room:	Botsford Pool
Name	Title	Company	Phone	E-Mail
Jeff Harvey	Owner	A&F Water Heater	(248) 928-6119	jharvey@afwaterheater.com
Alan Deal		Performance Energy	(734) 266-5300 x 310	adeal@performanceengineering.com
Art Grace	VP of Sales	Clearwater Construction	(734) 502-5060	Art.clearwater@gmail.com

QUESTIONS

Q1: Is May 31, 2022, a firm deadline for project completion?

A1: No. May 31, 2022 is the City's preferred date for project completion. The City is understanding of supply chain issues and will be flexible regarding completion date. Please note lead times for materials on the Form of Proposal.

Q2: May a submission include bids for the specified product or multiple approved equivalents from the same bidder?

A2: Yes. Bidders may submit bids for the specified product and multiple approved equivalents. Please use additional Form of Proposals as needed. Please label each proposal submitted (e.g., "alternate 1", "alternate 2", etc.)

Q3: Can we use a Hi-Lo Lift?

A3: Yes

Q4: Will the City require mechanical and electrical permits?

A4: Yes. The City will require the contractor to pull both a mechanical and electrical permit. Fees will be waived for city permits.

The State of Michigan does not require a *Change of Equipment Form* to be submitted by the contractor to EGLE.

CLARIFICATIONS

- Vendors should state how long pricing offered is valid with each bid submission.
- If the vendor takes exception to any provision of the bid or specifications such exceptions must be documented with the vendor's bid submission.
- All bids must be submitted in Adobe Acrobat PDF Format via the MITN website. No physical bid submission will be accepted.
- Prebid Conference attendance was mandatory. Bids will only be considered from firms who were in attendance. ✓

THE DUE DATE REMAINS THE SAME. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their bid response. Any further questions or clarifications desired by vendors shall be submitted in writing to Enna Bachelor, Purchasing Manager via email at ebachelor@livonia.gov. No phone calls will be accepted.

ADDENDUM NO.1

BOTSFORD POOL HEATER REPLACEMENT - ACKNOWLEDGEMENT

Company Name: A-F Water Heater

Signature: Louise Quadriani

Title: Accounts Receivable

Print Name: Louise Quadriani Date 2/2/22

emailed
11:30 AM.
2/2/22

Botsford Pool Heater Replacement and Removal

Estimate Value: \$90,000

PROJECT LOCATION:

Botsford Park/Botsford Pool
19444 Lathers St
Livonia, MI

Account #: 208-795-987-000

The City of Livonia will officially distribute bid documents through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtain from any other source are not considered official copies. The City of Livonia cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info to obtain an official copy. This bid is issued by the City of Livonia Department of Parks and Recreation.

Important Dates

- Project must be completed by **May 31, 2022**
- Bid Documents Available: January 18, 2022
- Mandatory Pre- Bid Site Visit: February 1, 2022, 10 a.m. at Botsford Pool
- Last Day to accept questions: February 5, 2022, by 5 p.m. Questions must be submitted in writing to Enna Bachelor, Purchasing Manager at ebachelor@livonia.gov.
- Response Due Date: February 8, 2022, by 2 p.m.
- Post-Bid Interviews: February 15-18, 2022

A mandatory pre-construction meeting will be held to schedule work and will be determined once bids for entire project are awarded. We are being flexible regarding start date, **but all work must be completed by May 31, 2022**. Please include lead time for materials and construction time needed to start work. Start dates will vary depending on each project.

Mandatory Pre-Bid Site Visit

A mandatory prebid site visit will take place on February 1, 2022 at 10:00 a.m. at the Botsford Pool located at Botsford Park, 19444 Lathers Street, Livonia, MI. Bids will only be considered from firms who attend the mandatory prebid site visit. Additional visits may be scheduled by appointment with Stephanie Manoogian at smanoogian@livonia.gov or 734-466-2925.

Post-Bid Interviews

Interviews will be scheduled with contractors based upon the results of proposal evaluations. Interviews will be conducted February 15-18, 2022.

BID SUBMITTALS

All bids must be submitted in Adobe Acrobat PDF format uploaded to the MITN website (www.mitn.info). Physical bids will not be accepted. Pricing must be provided on forms furnished with this bid document.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions on the specification must be noted on the bid form.

INSTRUCTIONS TO BIDDERS

Please provide at least three (3) references, with contact name and phone number, of similar projects that you have done in the last five years.

Project Scope

1. Bid submission must include total work time needed to complete project, including any prep, cure and dry times. Lead time for materials must also be included.
2. All required permits, licenses, inspections, approvals and fees for installation and demolition work shall be secured, submitted, and paid for by the contractor, to any and all agencies. All work shall conform to all applicable codes, rules, and regulations.
3. Contractor is responsible for pool building and components, in addition to everything as stated herein for the duration of construction. No assumptions shall be made as to outside conditions or events, which may occur during demolition and installation, which could cause damage to the pool and piping.
 - a. In the event of damage, the contractor shall provide whatever monetary and labor means deemed necessary, as directed by the City of Livonia, to repair or replace and complete all work as described with the same standards.
4. Quantities shown herein or on the drawings are approximate and are provided for general information purposes only. Any quantities or measurements stated are estimates only and each contractor is responsible for taking their own measurements

Pool Heater Removal and Replacement

1. Remove and properly dispose of existing heater. Raypack WHP-3001 serial #0905295846
2. Furnish and install two (2) Lochinvar CPN 1262 pool heaters or approved alternate using all necessary labor and materials to complete.
3. Contractor is responsible for providing a dumpster.
4. Install Lochinvar heaters using the factory stacked design.
5. Make all necessary connections using existing inlet/outlet piping, gas supply piping, electrical supply, and vent system.
6. Any additional piping or electrical work shall be included in bid submission.
7. Repair influent and effluent lines from pump shed to heater shed

8. Install new thermostats on pool side of influent and effluent lines to heater.
9. Test for leaks on equipment
10. Start initial operation of heaters once pool has been readied for operation.
11. Provide instruction on use and care of equipment and submit all equipment manuals and documents to the Parks and Recreation Department.
12. Provide applicable warranties for labor, parts, and materials.

Botsford Pool Details

Volume: approximately 284,000 gallons of water

Shape: 50-meter "L" shaped Pool

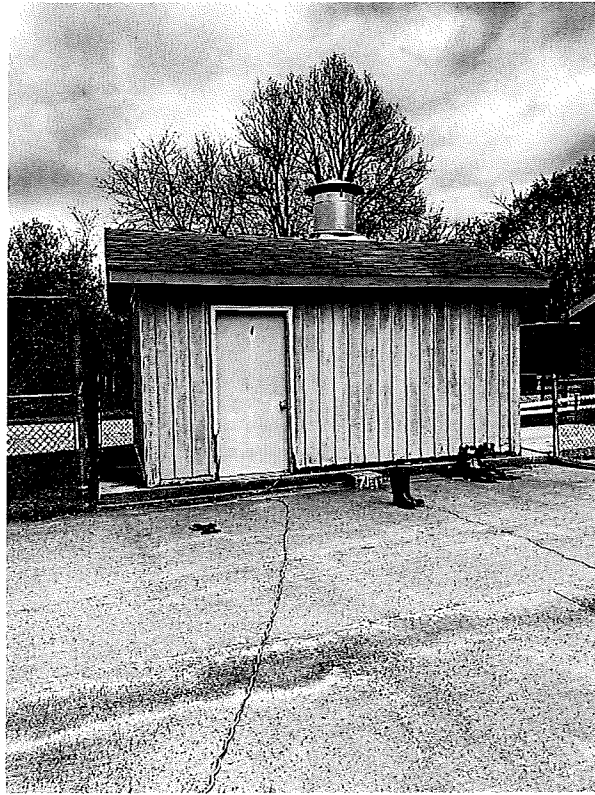
Operation: June – August

Ambient Air Temperature fluctuations: Michigan Summers can range with lows in 50s to highs in the 90s

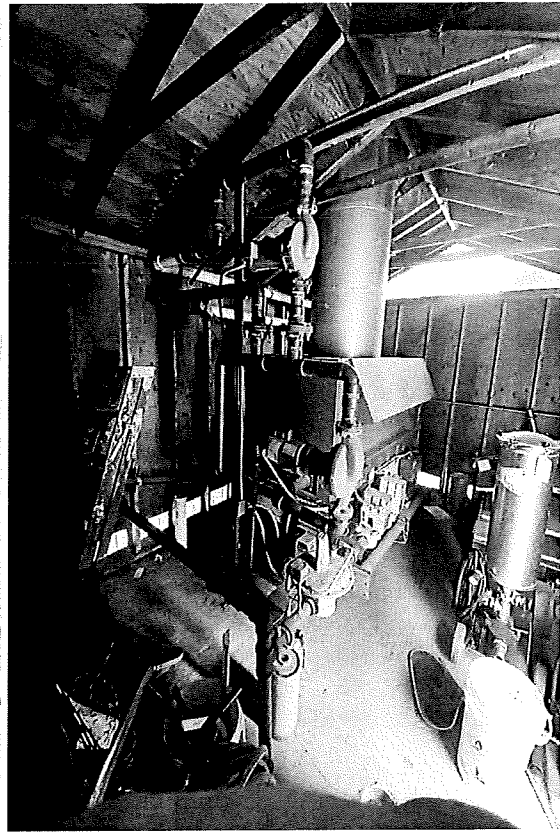
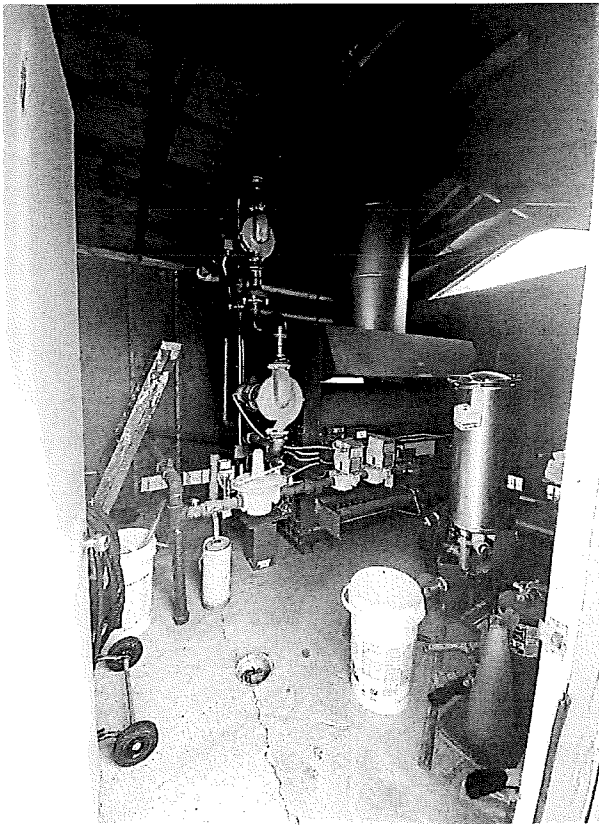
Photos of existing heater shed and heater:



Back of Heater Shed



Front of Heater Shed



Existing heater views

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

<u>SECTION</u>	<u>TOPIC</u>
1.	Contract Documents
2.	Definitions
3.	Intent of the Contract Documents
4.	Contract Drawings and Specifications
5.	Shop Drawings
6.	Soil Conditions
7.	"Or Equal" Clause
8.	Patents and Infringements
9.	Superintendence
10.	Workers
11.	Subcontracting
12.	Director's Status
13.	Inspector's Status
14.	Inspection
15.	Protection of Work
16.	Accident Protection
17.	Working Space
18.	Use of the Site
19.	Order of Completion – Use of Completed Portion
20.	Permits, Surveys and Compliance With Laws
21.	Laying Out Work
22.	Survey Monuments



LETTER TO THE LIVONIA CITY COUNCIL

7.

Parks and Recreation
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND ACCEPT PROPOSAL: Department of Parks and Recreation, re: for the replacement of the bungalow roof at Greenmead Historical Park, from budgeted funds.

BACKGROUND

On behalf of Greenmead Historical Park, we respectfully request the acceptance of a proposal from Cedar Preservation Systems (CPS) for the replacement of the cedar shake roof on the Bungalow in the amount of \$27,260.

Bids were solicited through MITN, for a 3-tab asphalt shingle roof with only one company providing a quote:

JD Candler Roofing Company: \$68,450.00

Based on the previous quotes received for the replacement of the Bungalow roof with cedar shake, this proposal was much greater than anticipated. Although an asphalt roof would require less maintenance, it has a lifespan of 15-20 years. With proper oiling, a cedar shake roof has a lifespan of 30-50 years. With the pricing difference and longevity of the cedar shake, this option would be the most cost effective at this time.

RECOMMENDATION

We recommend that City Council approve the following:

1. Reject the bid received from JD Candler Roofing Company in the amount of \$68,450 pursuant to section 3.04.140.C of the Livonia Code of Ordinances.
2. Authorize the Mayor and City Clerk to execute a contract in the amount of \$27,260 with Cedar Preservation Systems, 28243 Beck Rd.-B-10, Wixom, MI 48383.
3. Waive the sealed bid process pursuant to section 3.04.140.D.3 of the Livonia Code of Ordinances, as there is no advantage to the City resulting from competitive bidding.

FISCAL CONSIDERATION

Sufficient funds in the amount of \$15,885 have been budgeted in Capital Outlay 401-000-971-000 and \$11,375 is budgeted in 270-000-931-000.

ATTACHMENTS

1. S022822 Bungalow roof at Greenmead Historical Park MINUTES
2. 2022 GreenmeadBungalow - Shake reroof

APPROVED BY



Date: February 14, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: February 14, 2022

Michael Slater, Finance Director



Date: February 14, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

7.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

8. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND ACCEPT PROPOSAL: Department of Parks and Recreation, re: for the replacement of the bungalow roof at Greenmead Historical Park, from budgeted funds.

Ted Davis, Superintendent of Parks and Recreation presented the request to Council. He stated that this project was brought to Council several months ago as a bid for a cedar roof, Council rejected it and asked Historic Preservation Commission to approve alternate materials. They approved one alternative material and they received one bid for asphalt shingle roof, that was three (3) times as high as the cedar roof. They are asking to waive the bid process because they already went through the process.

Brandon McCullough asked how the building was holding up. Ted Davis replied they've had the roof repaired but expect issues soon.

Brandon asked that since the Master Plan is progressing, when they would have a final report. Ted responded there would be a draft plan within the next couple of weeks. They would then bring the Greenmead Master Plan Steering Committee together and go through it with the Historical Preservation Commission, submit changes and have a final plan. Brandon stated the cedar shake is a resilient, heavy maintenance for preventative. Ted stated the three (3) tab asphalt shingle is what the HPC approved, no synthetic. The HPC approved a synthetic for the Alexander Blue House, that's an adaptive reuse building, so they felt they had more leeway with that. The offices as well. It took about six months and a dozen tries to find a suitable composite material that the HPC felt good about. They went out for bid for the Alexander Blue House roof. That material is expensive. Brandon stated that he understood this type of work and asked if this was something that he wanted to proceed with. Ted answered yes. Brandon offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

Greenmead Historical Park
Bungalow House
20501 Newburgh Rd
Livonia, MI 48152
248-477-7375

2/10/2022

CEDAR ROOF REPLACEMENT ON BUNGALOW HOUSE

- A/ Tear off existing roofing materials and clear from site.
- B/ Replace all rotted lumber as required, see rates below.
- C/ Install 6ft of Grace high performance Ice & Water shield to all eave locations.
- D/ Install high performance GAF breathable Deck Armor underlayment.
- E/ Install #30 weight split roll roofing felt underlayment, interlace method.
- F/ Install new copper drip Edge at all eave and rake locations.
- G/ Install new copper counter flashings.
- H/ Install new concealed ridge vent system as required for proper attic ventilation.
- I/ Install # 1 Grade Blue Label Western Red Cedar Hand Split Medium Shakes
- J/ Install # 1 Grade Blue label Western Red Cedar preformed hip and ridge caps.

NOTE: Cedar shakes will be approved by the Cedar Shake & Shingle Bureau.

NOTE: All cedar shakes and hip and ridge to be secured with Stainless Steel fasteners.

NOTE: Permit cost if needed is included in this proposal.

NOTE: Plywood replacement would be at \$58.00 /sheet , 1 x 6 roof boards at \$6.50/ft
Fascia boards would be at \$7.00/ ft. Any structural work would be time & materials.

To carry out all work as specified above would cost the amount of: \$27,260.00

Payment terms: 1/3 on signing and balance on completion.

WARRANTY: This project will carry a 10 year contractor guarantee for labor and materials.

Authorized by: Paul Allen Date: 2/10/2022

Accepted by: _____ Date: _____

Note: This proposal is valid for 30 days from date of issuance.



LETTER TO THE LIVONIA CITY COUNCIL

8.

Parks and Recreation February 28, 2022

MEETING DATE

February 28, 2022 Study

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for various types of clothing for a two (2) year period, from budgeted funds.

BACKGROUND

The Department of Parks and Recreation has taken bids for various types of clothing for a two (2) year period. Specifications were prepared by the Department, and an advertisement for bids was placed on the MITN website. Three (3) bids were received and opened in the presence of the Bid Committee at 2:00 p.m. on February 15, 2022.

RECOMMENDATION

The Parks and Recreation Department is asking Council to award the bid items to the low bidders as indicated on the attached result breakdown sheets for 2022 and 2023 purchases.

FISCAL CONSIDERATION

Funds are available in the following accounts 208.755.768.000, 208.776.764.000, 101.759.766.000, 101.752.764.000, 101.758.760.000 and 208.755.776.040.

ATTACHMENTS

1. S022822 various types of clothing for Rec Center MINUTES
2. 2022-2023 Results

APPROVED BY

Date: February 15, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation

Handwritten signature of Michael T. Slater in cursive script.

Date: February 16, 2022

Michael Slater, Finance Director

Handwritten signature of Maureen Miller Brosnan in cursive script.

Date: February 18, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

8.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

9. AWARD OF BID: Department of Parks and Recreation, re: for various types of clothing for a two (2) year period, from budgeted funds.

Ted Davis, Superintendent of Parks and Recreation presented the request to Council. He indicated that the lowest bid for each product is being requested for approval.

Rob Donovic asked if the new logo would be on the shirts. Ted Davis replied that it would be.

Scott Bahr offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

2022/2023 CLOTHING BID RESULTS

Item #	Approx. Quantity	Hilton Screeners Davison, MI	Express Press Springfield, MO	All American Embroidery, Livonia, MI
1				
Ad S-Ad XL	60	\$ 6.75	\$ 5.49	\$ 7.50
Ad 2XL	30	\$ 9.75	\$ 7.49	\$ 8.50
Ad 3XL	5	\$ 11.70	\$ 8.49	\$ 9.50
Total		\$ 756.00	\$ 596.55	\$ 752.50
3%				\$ 22.58
Total w/3%				\$ 729.93
2				
Ad M-Ad XL	48	\$ 7.70	\$ 4.80	\$ 6.50
Ad 2XL	2	\$ 10.15	\$ 6.80	\$ 7.50
Total		\$ 389.90	\$ 244.00	\$ 327.00
3%				\$ 9.81
Total w/3%				\$ 317.19
3				
Ad S-Ad XL	95	\$ 19.00	\$ 15.30	\$ 17.50
Ad 2XL	5	\$ 21.75	\$ 17.30	\$ 18.50
Total		\$ 1,913.75	\$ 1,540.00	\$ 1,755.00
3%				\$ 52.65
Total w/3%				\$ 1,702.35
4				
Ad M-Ad XL	40	\$ 18.00	\$ 14.26	\$ 15.50
Ad 2XL	20	\$ 20.00	\$ 16.26	\$ 16.50
Ad 3XL	5	\$ 23.00	\$ 17.26	\$ 17.50
Total		\$ 1,235.00	\$ 981.90	\$ 1,037.50
3%				\$ 31.13
Total w/3%				\$ 1,006.38
5				
Ad S-Ad XL	56	\$ 12.75	\$ 8.89	\$ 10.50
Total		\$ 714.00	\$ 497.84	\$ 588.00
3%				\$ 17.64
Total w/3%				\$ 570.36
6				
Ad S-Ad XL	36	\$ 8.25	\$ 4.45	\$ 5.50
Total		\$ 297.00	\$ 160.20	\$ 198.00
3%				\$ 5.94
Total w/3%				\$ 192.06
7				
Ad S-Ad XL	36	\$ 16.75	\$ 13.02	\$ 16.75
Total		\$ 603.00	\$ 468.72	\$ 603.00
3%				\$ 18.09
Total w/3%				\$ 584.91
8				
Ad M-Ad XL	140	\$ 8.35	\$ 6.27	\$ 8.95
Ad 2XL	40	\$ 11.40	\$ 8.27	\$ 9.95
Ad 3XL	4	\$ 13.45	\$ 9.27	\$ 10.95
Total		\$ 1,678.80	\$ 1,245.68	\$ 1,694.80
3%				\$ 50.84
Total w/3%				\$ 1,643.96
9				
Ad M-Ad XL	80	\$ 8.85	\$ 6.27	\$ 9.95
Ad 2XL	16	\$ 11.85	\$ 8.27	\$ 10.95
Ad 3XL	8	\$ 13.85	\$ 9.27	\$ 11.95
Total		\$ 1,008.40	\$ 708.08	\$ 1,066.80
3%				\$ 32.00
Total 3%				\$ 1,034.80

2022/2023 CLOTHING BID RESULTS

Item #	Approx. Quantity	Hilton Screeners Davison, MI	Express Press Springfield, MO	All American Embroidery, Livonia, MI
10				
Ad M-XL	50	\$ 12.70	\$ 9.30	\$ 11.95
Ad 2XL	20	\$ 15.50	\$ 11.30	\$ 12.95
Ad 3XL	6	\$ 17.65	\$ 12.30	\$ 13.95
Total		\$ 1,050.90	\$ 764.80	\$ 940.20
3%				\$ 28.21
Total w/3%				\$ 911.99
11				
Ad S-XL	12	\$ 18.75	\$ 8.89	\$ 13.50
Total		\$ 225.00	\$ 106.68	\$ 162.00
3%				\$ 4.86
Total w/3%				\$ 157.14
12				
Ad S-XL	95	\$ 8.70	\$ 5.49	\$ 6.75
Ad 2XL	5	\$ 11.75	\$ 7.49	\$ 7.75
Total		\$ 885.25	\$ 559.00	\$ 680.00
3%				\$ 20.40
Total w/3%				\$ 659.60
13A				
Youth M-Lg	285	\$ 6.30	\$ 5.49	\$ 7.99
Ad S-Med	60	\$ 6.30	\$ 5.49	\$ 7.99
Ad Lg-XL	20	\$ 6.30	\$ 5.49	\$ 7.99
Total		\$ 2,299.50	\$ 2,003.85	\$ 2,916.35
3%				\$ 87.49
Total w/3%				\$ 2,828.86
13B				
Ad M-XL	50	\$ 9.00	\$ 5.49	\$ 7.99
Ad 2XL	5	\$ 13.00	\$ 7.49	\$ 8.99
Total		\$ 515.00	\$ 311.95	\$ 444.45
3%				\$ 13.33
Total w/3%				\$ 431.12
Total 13A&13B		\$ 2,814.50	\$ 2,315.80	\$ 3,259.98
14				
Youth S-Med	50	\$ 9.95	\$ 10.36	\$ 8.99
Ad S-XL	500	\$ 9.95	\$ 10.36	\$ 8.99
Ad 2XL-3XL	50	\$ 12.65	\$ 12.36	\$ 9.99
Total		\$ 6,105.00	\$ 6,316.00	\$ 5,444.00
3%				\$ 163.32
Total w/3%				\$ 5,280.68
15				
Yth S-Lg	600	\$ 15.50	\$ 14.29	\$ 15.99
Ad S-XL	100	\$ 15.50	\$ 14.29	\$ 16.99
Ad 2XL	80	\$ 16.90	\$ 16.29	\$ 16.99
Ad 3XL	15	\$ 21.25	\$ 17.29	\$ 17.99
Total		\$ 12,520.75	\$ 11,565.55	\$ 12,922.05
3%				\$ 387.66
Total w/3%				\$ 12,534.39
16				
Yth S-Lg	300	\$ 15.50	\$ 14.29	\$ 15.99
Ad S-Ad XL	75	\$ 15.50	\$ 14.29	\$ 16.99
Ad 2XL	20	\$ 16.90	\$ 16.29	\$ 16.99
Ad 3XL	15	\$ 21.25	\$ 17.29	\$ 17.99
Total		\$ 6,469.25	\$ 5,943.90	\$ 6,680.90
3%				\$ 200.43
Total w/3%				\$ 6,480.47

2022/2023 CLOTHING BID RESULTS

Item #	Approx. Quantity	Hilton Screeners Davison, MI	Express Press Springfield, MO	All American Embroidery, Livonia, MI
17A				
Yth M-Lg	100	\$ 7.15	\$ 5.49	\$ 7.99
Ad S-Med	30	\$ 7.40	\$ 5.49	\$ 7.99
Total		\$ 937.00	\$ 713.70	\$ 1,038.70
3%				\$ 31.16
Total w/3%				\$ 1,007.54
17B				
Ad S-Lg	30	\$ 7.40	\$ 5.49	\$ 7.99
Ad 2XL	10	\$ 10.40	\$ 7.49	\$ 8.99
Total		\$ 326.00	\$ 239.60	\$ 329.60
3%				\$ 9.89
Total w/3%				\$ 319.71
Total 17A&17B		\$ 1,263.00	\$ 953.30	\$ 1,327.25
18				
One size fits all	700	\$ 10.50	\$ 8.01	\$ 8.70
Total		\$ 7,350.00	\$ 5,607.00	\$ 6,090.00
3%				\$ 182.70
Total w/3%				\$ 5,907.30
19A				
Ad S-XL	12	\$ 35.00	\$ 13.96	\$ 31.95
Total		\$ 420.00	\$ 167.52	\$ 383.40
3%				\$ 11.50
Total w/3%				\$ 371.90
19B				
Ad S-XL	12	\$ 45.00	\$ 32.63	\$ 39.95
Total		\$ 540.00	\$ 391.56	\$ 479.40
3%				\$ 14.38
Total w/3%				\$ 465.02
Total 19A&19B		\$ 960.00	\$ 559.08	\$ 836.92
20				
Ad S-Ad XL	6	No Bid	\$ 19.80	\$ 53.50
Total		No Bid	\$ 118.80	\$ 321.00
3%				\$ 9.63
Total w/3%				\$ 311.37
21				
Ad M-Ad XL	30	\$ 25.00	\$ 15.86	\$ 20.25
Ad 2XL	6	\$ 25.95	\$ 17.86	\$ 22.25
Total		\$ 905.70	\$ 582.96	\$ 741.00
3%				\$ 22.23
Total w/3%				\$ 718.77
22				
Ad S-Ad XL	44	\$ 10.75	\$ 6.53	\$ 13.75
Ad S-Ad XL	44	\$ 10.75	\$ 8.53	\$ 13.75
Total		\$ 946.00	\$ 662.64	\$ 1,210.00
3%				\$ 36.30
Total w/3%				\$ 1,173.70
23				
Yth S-XLG	95	\$ 24.40	\$ 17.92	\$ 20.99
Ad 2XL	5	\$ 30.25	\$ 19.92	\$ 22.99
Total		\$ 2,469.25	\$ 1,802.00	\$ 2,109.00
3%				\$ 63.27
Total w/3%				\$ 2,045.73

[illegible]



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW

February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO APPROVE ALLIANCE OF ROUGE COMMUNITIES (ARC) ANNUAL ASSESSMENT FOR 2022: Public Service Division, re: in the amount of \$37,022.00, from budgeted funds.

BACKGROUND

The City of Livonia has actively participated in the Alliance of Rouge Communities (ARC) since its inception in 2004. Each year, the City has paid an annual assessment for the City's share based on population and land area to fund the services for the communities provided by the ARC. The significant services completed on behalf of Livonia include MS4 permit requirements, stream water quality sampling and testing, joint projects in watershed management public education, and providing representation and advocacy for communities in discussions and negotiations with the Michigan Department of Environmental, Great Lakes & Energy (EGLE) (formerly MDEQ) on storm water permits. The ARC has and will continue to solicit grants for storm water initiatives for communities both individually and collectively.

Community assessments total 50% of the total annual income for the activities of the ARC. A Federal Clean Water Fund grant again supports the other 50% of the budget.

1. Continued MS4 permit requirements to the State of Michigan include:
 1. Increased wet and dry weather Illicit Discharge Elimination Program (IDEP) inspections of outfalls in the City's jurisdiction. Included in this program is training staff to identify issues, complete paperwork and submit reporting requirements to the State.
 2. Increased needs for Public Education Program (PEP). Seminars, classes and meetings to help educate residents of the watershed on proper (and improper) maintenance and tactics.
 3. Increased requirements regarding Total Maximum Daily Load (TMDL) Implementation Plan. Included in this is Best Management Practices (BMP) regarding sampling of water, collections, sending to laboratories for analysis, and reporting results to the State.
2. ARC staff will aid the City in implementing these programs; conduct inspections and testing; handle follow-up reporting to the State on the City's behalf, and act as the go-between between EGLE and the City. This highly reduces the amount of City staff time needed to manage the increased requirements of the new permit.

At the same time, continued discussions with ARC staff about ways to limit future dues increases by sharing costs or supplying City staff to perform permit requirement functions. The ARC is open to cost-sharing and the discussion centers on developing ways to cost those jobs to reduce dues.

ARC staff would continue to do the information collection and reporting on our behalf, our staff would do the leg work. Livonia participation in the ARC is recommended again this year for the following reasons:

- Continued guidance/assistance in the required MS4 Storm water permit process that began in April 2016 and continues until EGLE finalizes the permit. The acceptance process continued, but we are bound to processes in this permit.
- Broad participation of the Rouge communities that eliminates redundancies and provides cost savings resulting from use of common storm water management practices by multiple communities.
- Communication and cooperation between the staffs of Rouge communities on storm water and related issues has been advanced
- ARC provides a unified voice when working with EGLE on permit compliance issues.
- Participation in a watershed-wide group of communities and counties improves the opportunity of the City to receive future storm water grant awards.

RECOMMENDATION

it is requested the Council approve payment to the Alliance of Rouge Communities, a non-profit organization, in the amount of \$37,022.00 for the annual assessment to Livonia for 2022. No appropriation is required since this amount was included in Account No. 592-559-923-030 of the 2021-2022 approved City budget.

FISCAL CONSIDERATION

Payment to: Alliance of Rouge Communities, 46036 Michigan Ave., Suite 126, Canton, MI 48188 in the amount of \$37,022.00 from budgeted funds in account number 592-559-923-030

ATTACHMENTS

1. S022822 ARC Annual Assessment MINUTES
2. 2022 ARC Dues Invoice
3. 2022 ARC Information

APPROVED BY



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

Date: February 09, 2022



Date: February 10, 2022

Don Rohraff, Director of Public Works



Date: February 10, 2022

Michael Slater, Finance Director



Date: February 14, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

9.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

10. REQUEST TO APPROVE ALLIANCE OF ROUGE COMMUNITIES (ARC) ANNUAL ASSESSMENT FOR 2022: Public Service Division, re: in the amount of \$37,022.00, from budgeted funds.

Don Rohraff, Director of Public Works, presented the request to Council.

Kathleen McIntyre offered an approving resolution for the Consent Agenda. She asked if we are obligated to pay this or if we are assessed and asked to pay. Don Rohraff replied they are assessed and asked to pay. He indicated they choose to be a member, 50% comes from Community Assessment and 50% from a federal grant.

DIRECTION:

APPROVING

CONSENT

Alliance of Rouge Communities
46036 Michigan Ave., Suite 126
Canton, MI 48188
Phone: 734-272-0291
Email: info@allianceofrougecommunities.com

Invoice

Date	Invoice #
2/6/2022	201749

City of Livonia
Doug Moore
12973 Farmington Rd.
Livonia, MI 48150

Due Date
4/30/2022

Description	Amount
ARC Membership Dues for 2022	37,022.00
Please remit to above address.	Total \$37,022.00

Questions Regarding this Invoice?
Contact Chris O'Meara at comeara@allianceofrougecommunities.com or 734-272-0289

Annette DeMaria, P.E., PMP
Executive Director



Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights
Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster
Lathrup Village
Livonia
Melvindale
Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Redford Twp.
Rochester Hills
Romulus
Schoolcraft College
Southfield
Troy
University of
Michigan-Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County
Wayne
Wayne County
Wayne County Airport
Authority
West Bloomfield Twp.
Westland
Wixom

Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority

February 6, 2022

Mr. Doug Moore
Superintendent of Public Services
Livonia
12973 Farmington Road
Livonia, MI 48150

Dear Mr. Moore:

I would like to thank you for your support and participation in the Alliance of Rouge Communities (ARC). In addition to restoring important beneficial uses, ARC activities assist you in meeting water quality requirements mandated by the state's stormwater permit.

I have enclosed your community's invoice for 2022 participation in the ARC. The 2022 assessment for each community/associate is based upon the budget approved at the Full ARC meeting in September and includes an increase in dues to all members to allow the ARC to meet stormwater permit requirements.

Due dates for the invoices are 30 days after receipt of the invoice or 30 days after the start of your fiscal year, whichever is later and is similar to previous years. Checks should be made payable, as indicated on the invoice, to the Alliance of Rouge Communities. Your prompt payment is appreciated.

Again, thank you for participating in the ARC and the vote of confidence you have given us as your elected officers. If you have any questions or concerns, please contact me at (248) 735-5694, Doug Moore, ARC Chair at (734) 466-2617 or Charles Markus, ARC Vice-Chair, at (248) 594-2808.

Sincerely,

ALLIANCE OF ROUGE COMMUNITIES

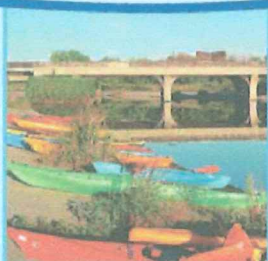
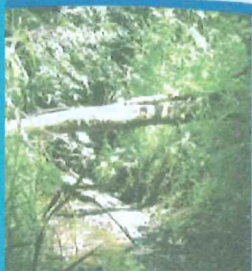
Rebecca Runkel, Treasurer



Alliance of Rouge Communities

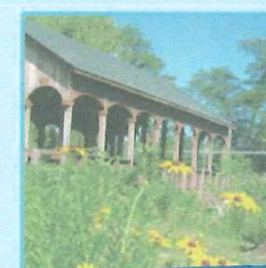
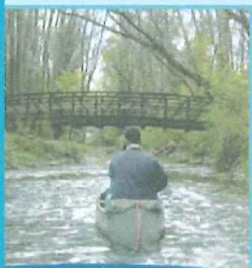
Membership has its Benefits!

The Alliance of Rouge Communities (ARC) helps its members support a variety of activities that benefit the Rouge River and meet the State of Michigan's stormwater permit requirements.



Some of the Benefits to Members Include Access to:

- Grant funding
- Permit compliance support
- Water quality monitoring data
- Collaborative illicit discharge detection initiatives
- Planning tools
- Native planting programs
- Collaborative public education initiatives and materials



Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights

Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster
Lathrup Village
Livonia
Melvindale

Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Redford Twp.

Rochester Hills
Romulus
Southfield
Troy
University of Michigan-
Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County

Wayne
Wayne County
Wayne County Airport
Authority
Westland
Wixom
Schoolcraft College

Cooperating Partners:
Cranbrook Institute of Science
Friends of the Rouge
Southeastern Oakland
County Water Authority
Rouge River Advisory Council
The Henry Ford
Great Lakes Water Authority
SEMCOG

www.allianceofrougecommunities.com

What is the Alliance of Rouge Communities?

The Alliance of Rouge Communities, or ARC, is a 501(c)(3) organization comprised of local municipalities, counties, educational institutions and stewardship groups working together to improve the Rouge River. Founded in 2005, the ARC is funded by membership dues from local governments and supported by grants. The ARC and its partners work cooperatively to meet water quality requirements mandated by the state's storm water permit and to restore beneficial uses, such as canoeing, fishing and other recreational activities, to the Rouge River. That means better water quality for less cost to its members!

Access to Grant Funding

- More than \$3 million in federal and state grants to ARC communities for water quality monitoring, tree planting and to create habitat and restore recreational uses along the four branches of the Rouge River.
- \$4 million from the Rouge River National Wet Weather Demonstration Project to ARC members to fund projects for stream bank restoration, green infrastructure, educational activities such as water festivals and workshops, recreational enhancements and infrastructure improvements to prevent sewage from going to the river.

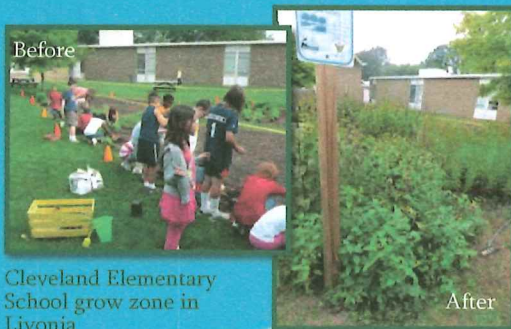


FOTR benthic sampling

Green Infrastructure

The Green Infrastructure Program is a campaign that installs "grow zones" of native vegetation in ARC member communities and institutions, such as schools. Activities to date include:

- 32 grow zones have been installed in ARC communities at parks, university campuses, schools, golf courses and along roads.
- Thousands of tree seedlings distributed to residents and schools every year.
- More than 3,700 rain barrels sold to over 2,300 watershed residents, which promotes the re-use of storm water.



Cleveland Elementary School grow zone in Livonia

Permit Compliance Activities

- Water quality monitoring which helps gauge the health of the river.
- Illicit discharge elimination activities that look for and correct illegal discharges to the Rouge River.
- Collaborative IDEP and PEP.
- Public education material available to members.



Outfall Survey along Pebble Creek in Farmington Hills

Public Education Activities

- Workshops on grow zone maintenance, naturalizing home gardens and septic system maintenance in partnership with Friends of the Rouge, Southeastern Oakland County Water Authority, Cranbrook Institute of Science and other organizations and institutions.
- Green Schools program support which encourages more than 100 Rouge River Watershed public and private schools to participate in energy-saving and environmental activities.



Mayor Haidous of Wayne canoees down the Rouge River after completion of the Wayne Road Dam Removal and Restoration Project funded through the National Oceanic and Atmospheric Administration

Planning Tools

A land cover mapping tool that helps local communities assess the amount of available green space and targets where new green infrastructure, such as trees and native plants, should be installed.



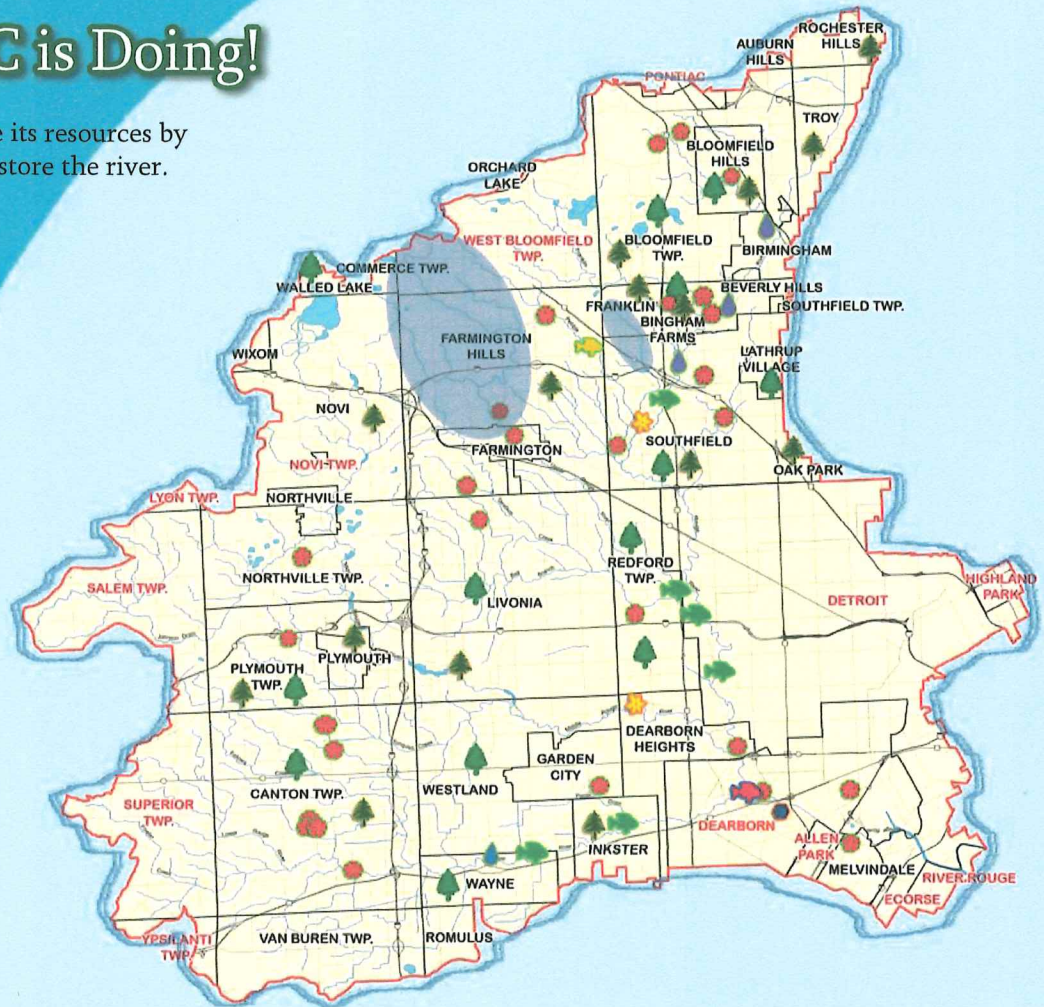
Naturalizing the Home Garden Workshop in Bloomfield Hills



Tree seedling label

What the ARC is Doing!

The ARC continues to leverage its resources by conducting these projects to restore the river.



Become a Member!

ARC membership qualifies members for ARC programs and grant projects.

Primary Members

Townships, cities, villages and counties (or county agencies) that hold a state permit for water discharge into the Rouge River.

Associate Members

Public school districts, public colleges or universities, or any other local or regional public agency that has been issued a state permit for a water discharge into the Rouge River.

The governing bodies of Primary and Associate Members must voluntarily by resolution adopt the ARC Bylaws. Primary Members pay annual dues using a formula

determined by its population in the watershed. Associate Members are assessed dues on a case-by-case basis. For a list of current members and their dues go to: <http://www.allianceofrougecommunities.com/coopp.html>.

Cooperating Partners

The ARC encourages the involvement of non-profit organizations, other public agencies or entities, businesses, and residents who share a common interest in protection and restoration of the Rouge River. Those who provide their time, services, expertise or other resources toward the common goal of protection and restoration of the river will be recognized as non-voting, Cooperating Partners.

How to Join

Send a letter to: Alliance of Rouge Communities, 46036 Michigan Ave., Suite 126, Canton, MI 48188, Attn: Organization Committee or email: info@allianceofrougecommunities.com with Organization Committee in the subject field.

ARC Committees

The Executive Committee is comprised of a maximum of 13 voting members consisting of the elected Chair, Vice-Chair and Treasurer of the ARC; one representative or alternate from each member county, and one representative or alternate from each of the seven Subwatershed Advisory Groups (SWAGs) established for the Rouge River Watershed.



ARC meeting

The Executive Committee is chaired by the ARC Chairperson and supervises the expenditure of ARC monies consistent with the budget, coordinates the transition of responsibility for storm water management to the ARC, supervises staff, arranges support services, and provides a forum for discussion.

The Finance Committee is chaired by the Treasurer of the ARC. The Finance Committee members represent several ARC communities and other interested parties.

The Finance Committee monitors expenditures and income, prepares the annual proposed budget and financial statement, and conducts other activities as assigned by the Chair or the ARC.

The Organization Committee considers changes to the ARC Bylaws, makes recommendations for ARC membership, and makes policy and procedural recommendations to the ARC. Members are appointed to the Organization Committee to reflect the broad diversity of the ARC membership with respect to geographic location, land area and population within the watershed, and type of public agency.

The Technical Committee is comprised of representatives of several ARC communities and other interested parties.

The Technical Committee reviews and makes recommendations for water quality monitoring activities, recommends and oversees activities related to MDEQ storm water permit requirements (e.g., applications, progress reports, SWPPIs, IDEP, etc.).

The Public Involvement and Education (PIE) Committee is comprised of representatives of several ARC communities, non-profit institutions and stewardship groups.

The Public Involvement and Education (PIE) Committee works with ARC members and partners to educate and engage local elected officials, community staff and the general public about issues affecting the Rouge River Watershed and the ARC. The PIE Committee accomplishes this by providing a variety of public education materials to its members and conducting green infrastructure and other activities across the watershed that demonstrate ways stakeholders in the watershed can improve water quality.



Fats, oils and grease brochure distributed to ARC members

For More Information



Address:
Alliance of Rouge Communities
46036 Michigan Ave., Suite 126
Canton, MI 48188

Website: www.allianceofrougecommunities.com

Phone: 734-272-0291 Fax: 734-769-3164

Email: info@allianceofrougecommunities.com



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Works Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2022 through February 28, 2023, includes Cityworks Online, from budgeted funds.

BACKGROUND

Council Resolution #196-17, authorized Azteca Systems (Cityworks) to provide services including licensing and software maintenance for Cityworks Online which provides for the Department of Public Works work management/cost accounting activities.

RECOMMENDATION

The expenditure for the annual renewal of the software maintenance and support is \$86,500.00. No additional appropriation is necessary as this expenditure is budgeted for in the Refuse Fund, Account 205-527-851-020 and in the Water and Sewer Fund, Account 592-559-851-020.

FISCAL CONSIDERATION

From budgeted funds in the Refuse Fund, Account 205-527-851-020 and in the Water and Sewer Fund, Account 592-559-851-020.
\$86,500.00

ATTACHMENTS

1. S022822 Software license Azteca Systems MINUTES
2. CityWorks Invoice 2022-2023 Azteca Sys

APPROVED BY

A handwritten signature in black ink, appearing to read "Don Rohraff".

Don Rohraff, Director of Public Works

Date: February 14, 2022



Michael Slater, Finance Director

Date: February 14, 2022



Maureen Miller Brosnan, Mayor

Date: February 14, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

10.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

11. REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Works Division, re: with Azteca Systems LLC, for the DPW work management system for the period of March 1, 2022 through February 28, 2023, includes Cityworks Online, from budgeted funds.

Don Rohraff, Director of Public Works, presented the request to Council.

Kathleen McIntyre asked if this integrated with the new app. Don Rohraff confirmed. Kathleen offered an approving resolution for the Consent Agenda.

DIRECTION:	APPROVING	CONSENT
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Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-12196-1
Created Date 1/12/2022

Contact Information

Contact Name:	Don Rohraff	Prepared By Name:	Jenn Miya
Customer:	Livonia (MI), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	12973 Farmington Road Livonia, MI 48150	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
ELA - Cityworks Online Server AMS STANDARD	1.00	USD 77,500.00
Respond for AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android)	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
eURL	1.00	USD 0.00
Web Hooks for AMS	1.00	USD 0.00
Workload for AMS	1.00	USD 0.00
Work Order API Basic License	1.00	USD 3,000.00
Inspection API License	1.00	USD 3,000.00
Citizen Engagement API	1.00	USD 3,000.00
CCTV Interface for PACP ELA License	1.00	USD 0.00
Cityworks for Excel	1.00	USD 0.00
TOTAL:		USD 86,500.00

Maintenance Start Date: 3/1/2022 **Maintenance End Date:** 2/28/2023

Quote Notes:

Terms and Conditions

Payment Terms
Payment due within 30 days

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____/____/____
Date



LETTER TO THE LIVONIA CITY COUNCIL

11.

DPW
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F350 STAKE TRUCK (VEH #157) THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Roads Department, from budgeted funds.

BACKGROUND

Recommendation to purchase one 2022 Ford F350 stake truck for use by the Roads Department (ID# 157) through the State of Michigan Procurement Agreement (071B7700180) and the Macomb County Contract (#21-18) from Signature Ford, 1960 E. Main St., Owosso, MI 48867 at a cost of \$42,939.00. Upfitting of said vehicle will be done by Versalift Midwest, LLC, 51761 Danview Technology Ct., Shleby Twp., MI 48315 at a cost of \$55,607.00, through the MI-DEAL contract #071B7700166 Total cost is \$65,510.00. This purchase will not increase our fleet size. A comparable unit will be disposed of through public auction.

RECOMMENDATION

The DPW respectfully requests authorization to purchase through the State of Michigan Procurement Agreement (071B7700180) and the Macomb County Contract (#21-18) one 2022 Ford F350 stake truck from Signature Ford for \$42,939.00 . Further requesting approval for upfitting of said vehicle through the MI-DEAL contract #071B7700166 awarded to Versalift LLC for \$55,607.00; a total of \$98,546.00 from budgeted funds

FISCAL CONSIDERATION

Sufficient funds are budgeted in the capital improvement account no.401-000-985-010

Signature Ford: \$42,939.00

Versalift LLC: \$55,607.00

TOTAL: \$98,546.00

ATTACHMENTS

1. S022822 Veh 157 MINUTES
2. 2022 - F350 - Stake Truck - Roads 157 LTC

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 18, 2022



Michael Slater, Finance Director

Date: February 18, 2022



Maureen Miller Brosnan, Mayor

Date: February 18, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

11.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

12. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F350 STAKE TRUCK (VEH #157) THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Roads Department, from budgeted funds.

Don Rohraff, Director of Public Works, presented the request to Council.

Scott Bahr indicated that he is impressed with the year of 1997 on this vehicle. Scott offered an approving resolution for the Consent Agenda.

Rob Donovic asked for clarification of the vehicle numbers. Don Rohraff stated there is over 700 pieces of equipment and machinery, so when one vehicle is retired, they tried to stay within that series with a new vehicle and assign a number to it.

DIRECTION:

APPROVING

CONSENT

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



13405 SURREY STREET
LIVONIA, MICHIGAN 48150-1527
(734)-466-2704
FAX: (734)-466-2662

JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

February 11, 2022

**Purchase of one 2022 F350 Stake Truck to be used by the Roads section of the DPW.
The city unit number will be #158.**

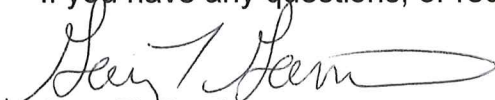
I am recommending the purchase of a 2022, F350 Regular Cab 4X4 stake truck. This truck will be assigned to the Roads section of the DPW and used primarily by the construction crew. When completed it will save time by having most everything needed for the job right on-board eliminating multiple trips to and from the job site. It will also be used in snow removal operations.

Truck #158 will be purchased from Signature Ford, Lincoln, Mercury, 1960 E. Main St. Owosso, MI 48867. This purchase will be made through the State of Michigan Department of Vehicle Procurement, contract number 071B7700180, and Macomb County Contract Number 21-18 Bid. The cost for this truck will be \$42,939.00. The truck will have a 4X4 chassis with a 169" wheelbase and an 84" cab to axle. This will allow for enough room for proper upfitting as a construction truck.

I also recommend Versalift does the upfitting for this truck. The upfitting price is based on the MI-DEAL contract #071B7700166. Some of the upfitting will include, Rumber 12'4" deck, 90 Gallon Water Tank and pump, Electric Crane, Toolbox on curb side, Custom Safety lighting, Safety Luverne Grip strut steps and a Boss 9'2" V DXT plow. The cost for this upfitting will be \$38,198.00

The completed cost for this truck with upfitting, will be \$ 81,137.00 and, will come from approved budgeted funds in the capital improvement account 401-000-985-010.

If you have any questions, or require additional information, I can be reached at ext. 2641.


Gary T. Garrison
Fleet Manager



January 13, 2022

City of Livonia DPW
Attn: Gary Garrison
12973 Farmington Road
Livonia, MI 48150

Dear Gary Garrison:

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

(2) 2022 Ford F350 Regular Cab 4x4 Chassis 169" WB, 84" CA	\$42,939.00 ea
Total Delivered Price	\$85,878.00

*** Roads #157 and 158**

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: Order Bank Stock.

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.M

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 Co# 21-18. T.11
2022 F-350 DRW-Chassis Cab
Reg. Cab, SuperCab, Crew Cab
Major Standard Equipment

MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel) (F-350)
- Transmission – Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow

EXTERIOR

- Bumper – front, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Fuel Tank
 - 40 gallon aft axle (F-350 DRW)
- Glass – solar-tinted
- Grille – black painted
- Manual Locking Hubs (4x4)
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550 only)
- "Three Blink" Lane change signal
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Tires LT245/75R17E BSW A/S PLU
- Wheels
 - F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included)
 - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster Instrumentation Center – Multifunction switch message center display with Ice Blue® Lighting
 - 12V Powerpoint, auxiliary
 - Air conditioning – single-zone, manual
 - Air conditioning vents – black w/chrome ring and knob
 - Cabin Air Particulate Filter
 - Convenience
 - Coat hooks, LH/RH color-coordinated
 - Dash top tray
 - Dome lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - 12V Powerpoint, auxiliary
 - Door-trim – armrest/grab handle and reflector
 - Floor covering – black, full length vinyl
 - Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
 - Headliner – color-coordinated cloth
 - Instrument panel – color-coordinated w/dual glove boxes, four (4) air registers w/positive shut-off and powerpoint
 - Instrumentation Center
 - 2.3" LCD Productivity Screen in IP Cluster
 - Mirror – rearview 11.5" day/night
 - Outside Temperature Display

- Seats – Front, HD vinyl, 40/20/40 split bench with center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering damper
- Steering – power
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Headlamps – Quad beam jewel effect halogen
- Lamps – LED Roof marker/clearance
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety Belts
 - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
 - Color-coordinated safety belts w/height adjustment (front/outboard seating positions only)
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Underhood service light

DRIVER ASSIST

- AutoLamp – Auto On/Off Headlamps
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices1
 - Remotely start, lock and unlock vehicle2
 - Schedule specific times to remotely start vehicle2
 - Locate parked vehicle2
 - Check vehicle status2
- SYNC®
 - Enhanced Voice Recognition Communication and Entertainment
 - 911 Assist®
 - 4.2" LCD Center Stack screen
 - AppLink®
 - Smart-Charging USB-C port – one (1)

FUNCTIONAL

- Alternators:
 - 6.2L 2 Valve Gas – 200 AMP
 - 7.3L 2 Valve Gas – 240 AMP
 - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 220 AMP
- Audio – AM/FM stereo (four (4) speakers)
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bars – front & rear

(14,000 GVWR, 8,020 Payload) Reg. Cab 145 WB, CA 60" (14,000 GVWR, 7,560 Payload)	
[] Base Price 4x2 (F3G/640a)	\$27,001.00
[] Base Price 4x4 (F3H/640a)	\$30,051.00

(14,000 GVWR, 7,330 Payload) Reg. Cab WB 169, CA 84" (14,000 GVWR, 6,880 Payload)	
[] Base Price 4x2 (F3G/640a)	\$27,154.00
[x] Base Price 4x4 (F3H/640a)	\$30,209.00

(14,000 GVWR, 7,700 Payload) SuperCab WB 168, CA 60" (14,000GVWR, 7,220 Payload)	
[] Base Price 4x2 (X3G/640a)	\$29,006.00
[] Base Price 4x4 (X3H/640a)	\$32,077.00

(14,000 GVWR, 7,480 Payload) Crew Cab WB 179, CA 60" (14,000 GVWR, 7,040 Payload)	
[] Base Price 4x2 (W3G/640a)	\$29,765.00
[] Base Price 4x4 (W3H/640a)	\$32,836.00

Available Standard Options		Price
	Option	Reg.&Super/Crewcab
[x] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	10,250.00
[] 7.3L 2V DECVT NA PFI V8 Gas/TorqShift 10-Spd Auto.	99N/44G	2,045.00
[] CNG/LPG Fuel Capable Engine (w/ 6.2L only)	98F	315.00
[] Engine Block Heater	41H	90.00
[] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
[] Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	355.00
[] Seats, Cloth 40/Mini-Console/40	4S	515.00/615.00
[] Tires, LT245/75Rx17E All-Terrain (6)	TBM	165.00
[] 2-Ton Mechanical Jack	61J	55.00
[x] Spare Tire & Wheel-Includes 2-ton mechanical jack	512	350.00
[] Stainless Steel Wheel Cover	945	380.00
[] 17" Forged Polished Aluminum Wheels w/Bright Hub Covers	64J	600.00
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 15-Minutes	86C	250.00
[] Engine Idle Shutdown (avail. w/6.7L diesel Only) 20-Minutes	86D	250.00
[] Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R	250.00
[] Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00
[x] Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K	915.00/1125.00cc
[] Privacy Glass with Heated Backlight/Rear Window Defrost (Requires Power Equipment 90L/54K)	43B/924	90.00
[] Utility Lighting System (LED Side-mirror Spotlights Requires Power Equipment Group 90L/54K)	63A	160.00
[] Speed Control	525	235.00
[] XL Decor Group (Chrome front bumper)	17F	220.00
[] XL Value Pkg (Chrome front bumper & Cruise Control)	96V	395.00
[] Axle, Limited Slip	X4N/X4L	360.00
[] Daytime running Lights	942	45.00
[] Audible Lane Departure Warning with Pre-Collision Assist with Automatic Emergency Braking and Forward Collision Warning	60C/94P	230.00
[] Alternator 240 amp (6.2L Gas Only)	67E	85.00
[] Dual Alternator 397 amp w/Dual Batteries (7.3L Gas Only)	67B/86M	325.00
[] Dual Alternator 397 amp (6.7L Diesel Only)	67B	115.00
[] Dual Batteries (78 Amp.) (Gas Engines Only)	86M	210.00

[] 110V/400W Outlet (Includes 240 Amp Alternator 67E)	43C/67E	260.00
[] Upfitter Interface Module	18A	295.00
[] Skid Plate Transfer Case 4x4 only (SuperCab & CrewCab Only)	41P	100.00
[] Fuel Tank -26.5 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	125.00
[] Fuel Tank-Dual Diesel (Adds 26.5 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	625.00
[] Keys Extra (Regular) \$75.00 x ____ =	Sig	75.00 ea
[x] Keys Extra (With Power Group) \$220.00 x 2 =	Sig	440.00
[x] Integrated Trailer Brake Controller	52B	270.00
[] Transmission Power Take-Off Provision	62R	280.00
[] Cab Steps-Black Molded	18B	320.00/445.00
[] Extra Heavy Suspension Package(N/A 67H or 473)	67X	125.00
[] Suspension Package, Heavy Service(N/A 67X or 473)	67H	125.00
[x] Snow Plow Prep Package(N/A 67H or 67X) (4X4)	473	250.00
[] CNG/LPG Prep Fuel Capable Engine	98F	315.00
[] Exterior Back up Alarm	76C	140.00
[] Rearview Camera Prep Kit for Box Delete (Includes Loose Camera and Wiring Bundle)	872	415.00
[] 360-Degree Dual Beacon LED Warning Strobes-Amber	91S/59H	675.00
[x] Splash Guards/Mud Flaps (Front Only)	61S	75.00
[x] Wheel Well Liners, Front	61L	180.00

Total Price \$42,939.00 ea

Colors for F-350

<u>Exterior Colors</u>	<u>Interior Steel (Grey)</u>	
Race Red	[PQ]	[]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White	[Z1]	[x]
Carbonized Gray Metallic	[M7]	[]
Stone Gray	[D1]	[]
Atlas Blue Metallic	[B3]	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. J34917

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

01/27/22: Quote Date
02/26/22: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

TRUCK #158

MI-DEAL CONTRACT #071B7700166

FURNISH AND INSTALL:

1) RUGBY MODEL H12 SUPER HEAVY DUTY PLATFORM

- 12'4" LONG x 96" WIDE
- RUBBER TONGUE AND GROOVE FLOOR
- 4" HIGH STRUCTURAL STEEL CROSS SILLS
- 6" STRUCTURAL STEEL CHANNEL LONGSILLS
- FRONT RUB RAILS HEAVY DUTY 7 GAUGE
- SIDE RUB RAILS 6" STRUCTURAL CHANNEL
- 7 GAUGE FULL DEPTH REAR APRON
- 3/8" X 2" TIE DOWN BUMPER BAR
- 2" X 4" 10 GAUGE EXTERNAL TYPE STAKE POCKET
- CLEARANCE LIGHTS MOUNTED IN HEAVY RUBBER GROMMETS
- MEETS FMVSS108 LIGHTING REQUIRMENTS
- ELECTRIC BACK UP ALARM
- ICC BUMPER
- ONE (1) SET OF RUBBER MUD FLAPS
- PAINTED BLACK

1) RUGBY 42" x 96" WELD-ON-KNEE BRACED BULKHEAD FOR SUPER HEAVY DUTY PLATFORM
-PAINTED BLACK

1) LUVERNE 7" GRIP STRUT RUNNING BOARDS FOR F350 REG CAB

1) MUNICIPAL STROBE PACKAGE

- LED LIGHT BAR STAR MODEL 8891049 LED MOUNTED ON BULKHEAD CENTERED

-FRONT GRILL MOUNT LED STROBE MOUNTING LOCATION TBD
(SEND PICTURES BEFORE MOUNTING)
MODEL #EMPC2SMS4 AMBER/GREEN

-FRONT AND REAR WIG WAGS

-2 PIECE STAR ARROW STICK MODEL #TD93DLXTARO-S MOUNTED TO BACK RACK

*** CONTINUED NEXT PAGE ***



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ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

- 1) BOSS SNOWFLOW MODEL 9'2" DVXT STAINLESS STEEL POWER-V BLADE
 - PLOW WIDTH 110" STRAIGHT
 - PLOW WIDTH AT 30 DEGREE ANGLE 95"
 - PLOW WIDTH (V) 99"
 - PLOW WIDTH (SCOOP) 92"
 - MOLDBOARD HEIGHT 30" AT CENTER AND 38" AT ENDS
 - 11 GAUGE MOLDBOARD
 - SIX (8) VERTICAL RIBS, TWO (2) DIAGONAL RIBS
 - FOUR (4) TRIP SPRINGS
 - 1-1/2"X 10" ANGLE CYLINDERS
 - 2"X 1-1/8"X 10" LIFT CYLINDER
 - 1/2" X 6" CUTTING EDGE WITH INTEGRAL CURB GUARDS
 - SMARTHITCH 2 SYSTEM
 - PLOW WEIGHT COMPLETE 842 LBS
 - SMARTLIGHTS WITH DUAL HALOGEN BULBS & AMBER TURN SIGNALS
 - SMART TOUCH V-BLADE HAND HELD CONTROL
 - SMARTLOCKING CYLINDERS
 - RUBBER SNOW FLAP

- 1) 1/2" CUSTOM CANNON REAR HITCH PLATE W/ BRACING TO REAR OF TRUCK
 - ELECTRIC BRAKE CONTROL FOR 2 TO 4 BRAKING WHEELS ON TRAILER
 - SAFETY CHAIN D-RINGS
 - 15 TON PINTLE HOOK - 30,000 LB. PULL & 6,000 LB. VERTICAL LOAD
- ***-7 WIRE ROUND PIN TRAILER PLUG W/ RUBBER SEAL BOOT***
- PAINTED BACK

- 1) BUYERS STEEL UNDER BODY TOOL BOX WITH STAINLESS STEEL DOOR
 - HEAVY-DUTY 14 GAUGE STEEL CONSTRUCTION
 - HEAVY-DUTY 14 GAUGE STAINLESS STEEL DOOR
 - POWDER COATED DIE CAST HOUSING CHROME WHALE TAIL HANDLE WITH LOCK AND KEY
 - HEAVY-DUTY DOOR AIR CRAFT RETAINER CABLE
 - CONTINUOUS STAINLESS STEEL HINGE
 - AUTOMOTIVE STYLE BULB SEAL
 - POWDER COATED BLACK
 - MOUNT ON CURB SIDE FRONT.....1702710.....48"X18"X18"

*** CONTINUED NEXT PAGE ***



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Fax: 734-466-2662

- 1) 90 GALLON TANK MOUNTED BEHIND BULKHEAD
 - ELECTRIC PUMP SYSTEM
 - 3 GALLONS PER MIN. WITH WATER SPOUT AT REAR OF TRUCK CURB SIDE
 - POLY ENCLOSURE
 - ONE GRAVITY FEED WATER SPOUT AT REAR OF TRUCK DRIVERS SIDE
- 1) RE-INFORCE CURBSIDE REAR OF BODY FOR CRANE
 - AUTOCRANE #EC-2 Crane electric
 - 10 ft Hard-Wired Control
 - Comprehensive 2-year warranty starting at in-service
 - Manual rotation or power rotation
 - tall pedestal
 - Capacity: 2,000 lb
 - Rating: 6,500 ft-lb
 - Reach: 7 ft
 - Rotation: 325° manual rotation & 355° power rotation
 - Cable: 25 ft of 1/4"
 - Chassis GVW: 5,200 lb min
 - Weight: 280 lbs
 - Boom Angle: 17° to 50°
 - Hoist Speed: 9 fpm
 - Motor: 12V DC
 - Outrigger Requirements: Jackleg extending minimum 3' 9" from centerline of truck.

TOTAL MI-DEAL CONTRACT PRICE..... \$ 36,729.00
STEEL SURCHARGE..... \$ 1,469.00
TOTAL ABOVE..... \$ 38,198.00

THANK YOU,

CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY & THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



LETTER TO THE LIVONIA CITY COUNCIL

12.

DPW
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F350 STAKE TRUCK (VEH #158) THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Roads Department, from budgeted funds.

BACKGROUND

Recommendation to purchase one 2022 Ford F350 stake truck for use by the Roads Department (ID# 158) through the State of Michigan Procurement Agreement (071B7700180) and the Macomb County Contract (#21-18) from Signature Ford, 1960 E. Main St., Owosso, MI 48867 at a cost of \$42,939.00. Upfitting of said vehicle will be done by Versalift Midwest, LLC, 51761 Danview Technology Ct., Shleby Twp., MI 48315 at a cost of \$38,198.00, through the MI-DEAL contract #071B7700166 Total cost is \$81,137.00. This purchase will not increase our fleet size. A comparable unit will be disposed of through public auction.

RECOMMENDATION

The DPW respectfully requests authorization to purchase through the State of Michigan Procurement Agreement (071B7700180) and the Macomb County Contract (#21-18) one 2022 Ford F350 stake truck from Signature Ford for \$42,939.00 . Further requesting approval for upfitting of said vehicle through the MI-DEAL contract #071B7700166 awarded to Versalift LLC for \$38,198.00; a total of \$81,137.00 from budgeted funds

FISCAL CONSIDERATION

Sufficient funds are budgeted in the capital improvement account no.401-000-985-010

Signature Ford: \$42,939.00

Versalift: \$38,198.00

TOTAL: \$81,137.00

ATTACHMENTS

1. S022822 Veh 158 MINUTES
2. 2022 - F350 - Stake Truck - Roads 158 LTC

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 18, 2022



Michael Slater, Finance Director

Date: February 18, 2022



Maureen Miller Brosnan, Mayor

Date: February 18, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

12.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

13. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 FORD F350 STAKE TRUCK (VEH #158) THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID PROCESS: Public Works Division, re: for use by the Roads Department, from budgeted funds.

Don Rohraff, Director of Public Works, presented the request to Council.

Scott Bahr offered an approving resolution for the Consent Agenda. Scott asked why this request is a separate item. Don Rohraff indicated if there were a different number for the outfitting, he keeps them separate.

Kathleen McIntyre respectfully reminded Don Rohraff they are still waiting on detail on the work that was done with the underground electrical problem at Fire Station #1. Don responded they have reached out to the electrical contractor to schedule him to get in.

Kathleen McIntyre gave her congratulations to Don Rohraff on the birth of his new grandson.

Vice President Laura Toy asked to give her thanks to the team for the plowing and late nights. Don Rohraff commended them on their wonderful job this year.

DIRECTION:

APPROVING

CONSENT

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



13405 SURREY STREET
LIVONIA, MICHIGAN 48150-1527
(734)-466-2704
FAX: (734)-466-2662

JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

February 8, 2022

**Purchase of one 2022 F350 Stake Truck to be used by the Roads section of the DPW.
The city unit number will be #157.**

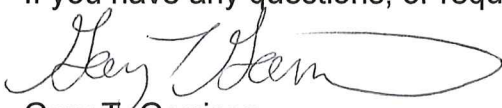
I am recommending the purchase of a 2022, F350 Regular Cab 4X4 stake truck. This truck will be assigned to the Roads section of the DPW and be used primarily by sign maintenance personnel. When completed it will be able to transport a large quantity of signposts and barricades for various City events without requiring numerous trips. It will also be used in snow removal operations.

Truck #157 will be purchased from Signature Ford, Lincoln, Mercury, 1960 E. Main St. Owosso, MI 48867. This purchase will be made through the State of Michigan Department of Vehicle Procurement, contract number 071B7700180, and Macomb County Contract Number 21-18 Bid. The cost for this truck will be \$42,939.00. The truck will have a 4X4 chassis with a 169" wheelbase and an 84" cab to axle. This configuration is needed to accommodate the proper size deck.

I also recommend Versalift does the upfitting for this truck. The upfitting price is based on the MI-DEAL contract #071B7700166. Some of the upfitting will include, Bemis Post Puller customize to attach to the Boss plow bracket, Rumber 12'4" deck, Thieman liftgate, Custom Safety lighting, Safety Luverne Grip strut steps and a Boss 9'2" V DXT plow. The cost for this upfitting will be \$55,607.00

The completed cost for this truck with upfitting, will be \$ 98,546.00 and, will come from approved budgeted funds in the capital improvement account 401-000-985-010.

If you have any questions, or require additional information, I can be reached at ext. 2641.


Gary T. Garrison
Fleet Manager



January 13, 2022

City of Livonia DPW
Attn: Gary Garrison
12973 Farmington Road
Livonia, MI 48150

Dear Gary Garrison:

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

(2) 2022 Ford F350 Regular Cab 4x4 Chassis 169" WB, 84" CA	\$42,939.00 ea
Total Delivered Price	\$85,878.00

*** Roads #157 and 158**

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: Order Bank Stock.

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.M

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 Co# 21-18. T.11
2022 F-350 DRW-Chassis Cab
Reg. Cab, SuperCab, Crew Cab
Major Standard Equipment

MECHANICAL

- Brakes – Four-wheel Disc Brakes; Anti-lock Brake System
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine
 - 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel) (F-350)
- Transmission – Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco & Deep Sand/Snow

EXTERIOR

- Bumper – front, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Fuel Tank
 - 40 gallon aft axle (F-350 DRW)
- Glass – solar-tinted
- Grille – black painted
- Manual Locking Hubs (4x4)
- Scuff plates – front, color-coordinated
- Splash Guards/Mud Flaps – Front (F-450/550 only)
- "Three Blink" Lane change signal
- Tow hooks – front (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut & labeled
- Tires LT245/75R17E BSW A/S PLU
- Wheels
 - F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included)
 - Manual Locking Hubs (4x4)
- Windshield Wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster Instrumentation Center – Multifunction switch message center display with Ice Blue® Lighting
- 12V Powerpoint, auxiliary
- Air conditioning – single-zone, manual
- Air conditioning vents – black w/chrome ring and knob
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks, LH/RH color-coordinated
 - Dash top tray
 - Dome lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - 12V Powerpoint, auxiliary
- Door-trim – armrest/grab handle and reflector
- Floor covering – black, full length vinyl
- Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Instrument panel – color-coordinated w/dual glove boxes, four (4) air registers w/positive shut-off and powerpoint
- Instrumentation Center
 - 2.3" LCD Productivity Screen in IP Cluster
- Mirror – rearview 11.5" day/night
- Outside Temperature Display

- Seats – Front, HD vinyl, 40/20/40 split bench with center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering damper
- Steering – power
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead
- Upfitter switches – 6 located in Overhead Console
- Window – Rear, fixed

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Headlamps – Quad beam jewel effect halogen
- Lamps – LED Roof marker/clearance
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety Belts
 - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
 - Color-coordinated safety belts w/height adjustment (front/outboard seating positions only)
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Underhood service light

DRIVER ASSIST

- AutoLamp – Auto On/Off Headlamps
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices1
 - Remotely start, lock and unlock vehicle2
 - Schedule specific times to remotely start vehicle2
 - Locate parked vehicle2
 - Check vehicle status2
- SYNC®
 - Enhanced Voice Recognition Communication and Entertainment
 - 911 Assist®
 - 4.2" LCD Center Stack screen
 - AppLink®
 - Smart-Charging USB-C port – one (1)

FUNCTIONAL

- Alternators:
 - 6.2L 2 Valve Gas – 200 AMP
 - 7.3L 2 Valve Gas – 240 AMP
 - 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 220 AMP
- Audio – AM/FM stereo (four (4) speakers)
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bars – front & rear

(14,000 GVWR, 8,020 Payload) Reg. Cab 145 WB, CA 60" (14,000 GVWR, 7,560 Payload)	
[] Base Price 4x2 (F3G/640a)	\$27,001.00
[] Base Price 4x4 (F3H/640a)	\$30,051.00

(14,000 GVWR, 7,330 Payload) Reg. Cab WB 169, CA 84" (14,000 GVWR, 6,880 Payload)	
[] Base Price 4x2 (F3G/640a)	\$27,154.00
[x] Base Price 4x4 (F3H/640a)	\$30,209.00

(14,000 GVWR, 7,700 Payload) SuperCab WB 168, CA 60" (14,000GVWR, 7,220 Payload)	
[] Base Price 4x2 (X3G/640a)	\$29,006.00
[] Base Price 4x4 (X3H/640a)	\$32,077.00

(14,000 GVWR, 7,480 Payload) Crew Cab WB 179, CA 60" (14,000 GVWR, 7,040 Payload)	
[] Base Price 4x2 (W3G/640a)	\$29,765.00
[] Base Price 4x4 (W3H/640a)	\$32,836.00

Available Standard Options	Option	Price Reg.&Super/Crewcab
[x] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	10,250.00
[] 7.3L 2V DECVT NA PFI V8 Gas/TorqShift 10-Spd Auto.	99N/44G	2,045.00
[] CNG/LPG Fuel Capable Engine (w/ 6.2L only)	98F	315.00
[] Engine Block Heater	41H	90.00
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[] Seat, Vinyl 40/Mini-Console/40 (Regular Cab only)	LS	355.00
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[] Dual Batteries (78 Amp.) (Gas Engines Only)	86M	210.00

[] 110V/400W Outlet (Includes 240 Amp Alternator 67E)	43C/67E	260.00
[] Upfitter Interface Module	18A	295.00
[] Skid Plate Transfer Case 4x4 only (SuperCab & CrewCab Only)	41P	100.00
[] Fuel Tank -26.5 Gallon Mid-Ship-Replaces 40 gal. aft-axle tank	65M	125.00
[] Fuel Tank-Dual Diesel (Adds 26.5 Gal. Mid-Ship to the 40 Gal.Aft.)	65C	625.00
[] Keys Extra (Regular) \$75.00 x ____ =	Sig	75.00 ea
[x] Keys Extra (With Power Group) \$220.00 x 2 =	Sig	440.00
[x] Integrated Trailer Brake Controller	52B	270.00
[] Transmission Power Take-Off Provision	62R	280.00
[] Cab Steps-Black Molded	18B	320.00/445.00
[] Extra Heavy Suspension Package(N/A 67H or 473)	67X	125.00
[] Suspension Package, Heavy Service(N/A 67X or 473)	67H	125.00
[x] Snow Plow Prep Package(N/A 67H or 67X) (4X4)	473	250.00
[] CNG/LPG Prep Fuel Capable Engine	98F	315.00
[] Exterior Back up Alarm	76C	140.00
[] Rearview Camera Prep Kit for Box Delete (Includes Loose Camera and Wiring Bundle)	872	415.00
[] 360-Degree Dual Beacon LED Warning Strobes-Amber	91S/59H	675.00
[x] Splash Guards/Mud Flaps (Front Only)	61S	75.00
[x] Wheel Well Liners, Front	61L	180.00

Total Price \$42,939.00 ea

Colors for F-350

<u>Exterior Colors</u>	<u>Interior Steel (Grey)</u>	
Race Red	[PQ]	[]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White	[Z1]	[x]
Carbonized Gray Metallic	[M7]	[]
Stone Gray	[D1]	[]
Atlas Blue Metallic	[B3]	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J34916

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

01/27/22: Quote Date
02/26/22: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

TRUCK #157

MI-DEAL CONTRACT #071B7700166

FURNISH AND INSTALL:

1) RUGBY MODEL H12 SUPER HEAVY DUTY PLATFORM

- 12'4" LONG x 96" WIDE
- RUBBER TONGUE AND GROOVE FLOOR
- 4" HIGH STRUCTURAL STEEL CROSS SILLS
- 6" STRUCTURAL STEEL CHANNEL LONGSILLS
- FRONT RUB RAILS HEAVY DUTY 7 GAUGE
- SIDE RUB RAILS 6" STRUCTURAL CHANNEL
- 7 GAUGE FULL DEPTH REAR APRON
- 3/8" X 2" TIE DOWN BUMPER BAR
- 2" X 4" 10 GAUGE EXTERNAL TYPE STAKE POCKET
- CLEARANCE LIGHTS MOUNTED IN HEAVY RUBBER GROMMETS
- MEETS FMVSS108 LIGHTING REQUIRMENTS
- ELECTRIC BACK UP ALARM
- ICC BUMPER
- ONE (1) SET OF RUBBER MUD FLAPS
- PAINTED BLACK

1) RUGBY 42" x 96" WELD-ON-KNEE BRACED BULKHEAD FOR SUPER HEAVY DUTY PLATFORM
-PAINTED BLACK

1) RUGBY 42" STEEL SIDES AND REAR STAKE RACKS

- 4-6' SIDE RACKS & 2-4' REAR RACKS
- PAINTED BLACK
- (4' SIDE RACKS N/C, PLEASE SPECIFY)

1) THIEMAN TVLR-20 MODEL STEEL RAILGATE

- ALUMINUM PLATFORM
- 2000# CAPACITY
- 90" WIDE X 42" DEPTH + 6" RAMP
- TORSION SPRING ASSISTED FOLDING
- MEETS ALL TMC ELECTRICAL REQUIREMENTS
- FULLY ENCLOSED PUMP AND CYLINDER
- STAINLESS STEEL LINED RAILS

*** CONTINUED NEXT PAGE ***



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Shelby Twp, MI 48315
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Phone: 734-466-2641

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- NYLON SLIDES WITH BOTTOM ROLLERS
- AUTO SAFTY LATCH SYSTEM
- TOGGLE CONTROL
- MAINTENCE FREE BUSHINGS AT MAJOR PIVOT POINTS
- LEVEL RIDE STEEL PLATFORM

1) LUVERNE 7" GRIP STRUT RUNNING BOARDS FOR F350 REG CAB

1) MUNICIPAL STROBE PACKAGE

-LED LIGHT BAR STAR MODEL 8891049 LED MOUNTED ON BULKHEAD CENTERED

-FRONT GRILL MOUNT LED STROBE MOUNTING LOCATION TBD
(SEND PICTURES BEFORE MOUNTING)
MODEL #EMPC2SMS4 AMBER/GREEN

-FRONT AND REAR WIG WAGS

-2 PIECE STAR ARROW STICK MODEL #TD93DLXTARO-S MOUNTED TO BACK RACK

ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

1) BOSS SNOWPLOW MODEL 9'2" DVXT STAINLESS STEEL POWER-V BLADE

- PLOW WIDTH 110" STRAIGHT
- PLOW WIDTH AT 30 DEGREE ANGLE 95"
- PLOW WIDTH (V) 99"
- PLOW WIDTH (SCOOP) 92"
- MOLDBOARD HEIGHT 30" AT CENTER AND 38" AT ENDS
- 11 GAUGE MOLDBOARD
- SIX (8) VERTICAL RIBS, TWO (2) DIAGONAL RIBS
- FOUR (4) TRIP SPRINGS
- 1-1/2"X 10" ANGLE CYLINDERS
- 2"X 1-1/8"X 10" LIFT CYLINDER
- 1/2" X 6" CUTTING EDGE WITH INTEGRAL CURB GUARDS
- SMARTHITCH 2 SYSTEM
- PLOW WEIGHT COMPLETE 842 LBS
- SMARTLIGHTS WITH DUAL HALOGEN BULBS & AMBER TURN SIGNALS
- SMART TOUCH V-BLADE HAND HELD CONTROL
- SMARTLOCKING CYLINDERS
- RUBBER SNOW FLAP

*** CONTINUED NEXT PAGE ***



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Phone: 734-466-2641

Fax: 734-466-2662

- 1) 1/2" CUSTOM CANNON REAR HITCH PLATE W/ BRACING TO REAR OF TRUCK
-ELECTRIC BRAKE CONTROL FOR 2 TO 4 BRAKING WHEELS ON TRAILER
-SAFETY CHAIN D-RINGS
-15 TON PINTLE HOOK - 30,000 LB. PULL & 6,000 LB. VERTICAL LOAD
-7 WIRE ROUND PIN TRAILER PLUG W/ RUBBER SEAL BOOT*
-PAINTED BACK
- 1) BEMIS POST PULLER
-FAB TO MOUNT ON BOSS PLOW MOUNT
-PTO HYDRAULIC SYSTEM TO OPERATE POST PULLER
-25 GAL HYD TANK
-HYD FILTER WITH SHUT OFF BALL VALVES
- 1) BUYERS STEEL UNDER BODY TOOL BOX WITH STAINLESS STEEL DOOR
-HEAVY-DUTY 14 GAUGE STEEL CONSTRUCTION
-HEAVY-DUTY 14 GAUGE STAINLESS STEEL DOOR
-POWDER COATED DIE CAST HOUSING CHROME WHALE TAIL HANDLE WITH LOCK AND KEY
-HEAVY-DUTY DOOR AIR CRAFT RETAINER CABLE
-CONTINUOUS STAINLESS STEEL HINGE
-AUTOMOTIVE STYLE BULB SEAL
-POWDER COATED BLACK
-MOUNT ON CURB SIDE FRONT.....1702710.....48"X18"X18"

TOTAL MI-DEAL CONTRACT PRICE..... \$ 53,469.00
STEEL SURCHARGE..... \$ 2,138.00

TOTAL ABOVE..... \$ 55,607.00

THANK YOU,
CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



LETTER TO THE LIVONIA CITY COUNCIL

13.

Engineering
February 28, 2022

MEETING DATE

February 28, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC. (HRC) FOR ENGINEERING SERVICES FOR THE WATER REPLACEMENT FEASIBILITY STUDY - MERRIMAN ROAD WATER MAIN REPLACEMENT PROJECT (PLYMOUTH ROAD TO THE CSX RAILROAD RIGHT-OF-WAY): Engineering Division, re: same. (CR 336-21)

BACKGROUND

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021 to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we recommend that Hubbell, Roth and Clark, Inc. (HRC) serve as our consultant for the Water Replacement Feasibility Study – Merriman Road Water Main Replacement Project.

The HRC engineering services will include all necessary activities to produce and present potential alignment alternates for the replacement of approximately 2,300 linear feet of 12-inch water main along Merriman Road between Plymouth Road and the CSX Railroad right-of-way. Please see the attached letter dated February 11, 2022 from HRC for the feasibility study engineering services.

RECOMMENDATION

In order to proceed with the feasibility study, it is respectfully recommended that the City Council take the following actions:

- Award Hubbell, Roth and Clark, Inc. (HRC). P.O. Box 824, Bloomfield Hills, Michigan 48303-0824, the designation of consultant to provide engineering services for the Water Replacement Feasibility Study for Merriman Road from Plymouth Road to the CSX Railroad right-of-way.

FISCAL CONSIDERATION

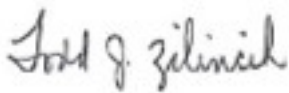
- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Hubbell, Roth and Clark, Inc. in the not-to-exceed amount of \$52,872 for the engineering services for the Water Replacement Feasibility Study – Merriman Road from Plymouth Road to the CSX Railroad Right-of-Way.

- Authorize an additional appropriation and expenditure in the amount of \$52,872 from the Unexpended Fund Balance of the Water and Sewer Fund (592).
- Authorize the City Engineer to approve minor adjustments in the work, as required.

ATTACHMENTS

1. S022822 QBS HRC MINUTES
2. HRC Proposal for Water Replacement Feasibility Study 2-11-22
3. CR 336-21

APPROVED BY



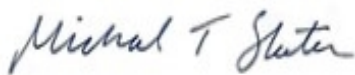
Todd Zilincik, P.E., City Engineer

Date: February 17, 2022



Don Rohraff, Director of Public Works

Date: February 17, 2022



Michael Slater, Finance Director

Date: February 17, 2022



Paul Bernier, City Attorney

Date: February 18, 2022



Maureen Miller Brosnan, Mayor

Date: February 18, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

13.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

14. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH HUBBELL, ROTH AND CLARK, INC. (HRC) FOR ENGINEERING SERVICES FOR THE WATER REPLACEMENT FEASIBILITY STUDY - MERRIMAN ROAD WATER MAIN REPLACEMENT PROJECT (PLYMOUTH ROAD TO THE CSX RAILROAD RIGHT-OF-WAY): Engineering Division, re: same. (CR 336-21)

Todd Zilincik, City Engineer, presented the request to Council.

Rob Donovic asked if the money HRC is asking for doesn't cover the work of replacing of the parts in the ground. Todd Zilincik agreed. They would normally just do a design service, unfortunately, they need to know where to put it, based on the survey of the existing utilities, then come back to City Council with their final design based on their feasibility study. They will then go out to bids for that contract, award it to a contractor and part of that will be their inspector days to make sure that is complete. Rob asked if they would monitor the work. Todd responded once they know where to put the water main, based on background information from Wayne County and Egle, as there are contaminated areas in the industrial corridor. Then they can go out for design and bid out properly for the contractors. Rob asked to verify that they won't be coming back for more money, that this is all inclusive in this contract. Todd clarified he will come back for design services and inspector days as part of construction engineering and administration. He will go before City Council twice, since this is a unique project because of the numerous telecommunications impacting the design process.

Rob Donovic offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT

February 11, 2022

City of Livonia
Engineering Department
12973 Farmington Rd.
Livonia, Michigan 48154

Attn: Mr. Todd Zilincik, P.E.

Re: Proposal for Water Replacement Feasibility Study
Merriman Rd. Water Main Replacement Project

HRC Job No. 20211079

As requested, Hubbell, Roth & Clark, Inc. is pleased to offer our engineering services for the subject project in accordance with the Quality Based Selection (QBS) Professional Services Contract. Our scope of work is based on information provided by the City of Livonia DPW at a meeting held on December 7, 2021 and our experience with water main improvements projects previously with the City of Livonia and surrounding Metro Detroit area. In summary, our services would include all necessary activities to produce and present potential alignment alternates for replacement of approximately 2,300 linear feet of 12-inch water main along Merriman Road between Plymouth Road and CSX Railroad right-of-way.

INTRODUCTION

Currently, the existing 12-inch cast iron water main (50+ years old) runs along the west side of Merriman Road and services the few residential homes and businesses along this stretch of road. After continued water main breaks, it was determined that repairing the aging water main will become more difficult and costly with the other utilities that have been installed in closed proximity of the existing water main. Through the years since the water main has been installed, Merriman Road (under Wayne County Department of Public Works jurisdiction) has seen numerous telecommunication lines installed on the west side along with existing AT&T, Buckeye Oil, Consumers Energy, DTE, Livonia Sanitary Sewer, Livonia Storm Drains utilities that create a tight window to relocate a new water main within the right-of-way and difficult to consider pipe bursting the existing water main as currently located to avoid damage to surrounding utilities.

The intent of this project is to replace the existing 12-inch water main within the Merriman Road right-of-way. However, there are numerous challenges that must first be evaluated prior to implementing a design, such as:

- ≡ Department of Environment, Great Lake and Energy (EGLE) has identified multiple sites of contaminated soils within the project area.
- ≡ Numerous conflicting utilities making vertical and horizontal alignment difficult.
- ≡ Permitting requirements of Wayne County Department of Public Works, including potential removal of abandoned water main or other existing utilities.

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

SCOPE OF SERVICES

Due to the challenges listed above, HRC feels that a Water Main Alignment study is warranted. Similar to any infrastructure project with a new water main alignment typically requires a topographic survey. HRC will complete a topographic survey along the entire route of the project (Right of Way to Right of Way plus 20' on each side), including obtaining invert elevations or depths of existing utilities. Along with as-built plans and discussions with the utility owners, HRC will produce a three-dimensional view of the underground utilities within the project area. The City of Livonia Geographical Information System (GIS) and aerials will also be reviewed to ensure accuracy of the information within the project area. HRC will also review potential Right-of-Way and easement acquisitions. Once the existing utility locations have been confirmed after meeting with the utility companies, HRC will develop possible alignment alternatives (with cost estimates) to present to the City at a preliminary design meeting.

In Summary, the following major tasks have been identified the Water Main Alignment Feasibility Study Phase for this project:

- | | |
|--------|---|
| Task 1 | Topographical survey, including utilizing aerials, the City's GIS System, and as-built utility maps to develop preliminary design plans (estimated 4 sheets for the entire project at 1" = 30' scale) |
| Task 2 | A utility coordination meeting with Wayne County Department of Public Works and private utility companies. |
| Task 3 | Perform a water main analysis and develop alternate water main alignments |
| Task 4 | Review Easement and Right-of-Way acquisitions |
| Task 5 | Develop and present a basis of design report |

FEES FOR SERVICES

This project is uniquely situated along a major collector road within the City, within the Wayne County DPS right-of-way and amongst an overabundance of existing utilities along both sides of the road (namely four separate buckeye oil pipelines, two sanitary sewers, multiple communication conduits and the 60-inch diameter Livonia Drain). Therefore, we would propose a preliminary design phase prior to the start of the design phase of this project to thoroughly review the existing utility information and record drawings in the area, proactively meet and coordinate with the existing utilities and develop a route analysis with various alternatives to collectively determine the most effective alignment to pull through to the Design Phase. **We proposed a fee of not-to-exceed \$52,872 for the preliminary engineering phase of this project. However, the topographic survey completed in the Water Main Alignment Feasibility Study Phase would be included in the Design Phase cost estimate. A breakdown of the work within each task of the project along with our estimated hours and associated fees is provided on the attached Table 1.**

The estimated construction costs for this project to replace 2,300 lineal feet is between \$1,000,000 and \$1,200,000, depending on final location of the alignment of the water main and excludes any costs for water main easements and effort to obtain (if needed). An additional design fee will be required to complete the design plans

after the feasibility study has been completed to locate the best alternative to provide an alignment of the 12-inch water main replacement. There will be also construction engineering (CE) costs and will be included in the inspector day portion in the bid documents.

Daniel Mitchell, P.E., President will be the Principal In-Charge. We are proposing to utilize Bradley Shepler, P.E., CCCA, LEED AP as the Project Manager. Other key members include Jack Nagle, P.E., Staff Engineer and Dave Hanna, E.I.T., Graduate Engineer. All four members are familiar with this project and have extensive experience with the municipal water systems in the area. We believe you are familiar with all the individuals but can provide detailed resumes upon request.

If you have any questions or require any additional information, please contact the undersigned. Thank you again for the opportunity to submit this proposal.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



John Nagle, P.E.
Staff Engineer



Daniel W. Mitchell, P.E.
President

Attachment

pc: HRC; B. Shepler, File

**CITY OF LIVONIA
MERRIMAN RD WATER MAIN REPLACEMENT PROJECT
PLYMOUTH RD. TO CSX RAILROAD ROW**

**TABLE 1
ESTIMATED HOURS AND FEES**

February 11, 2022

HRC Job No. 20211079.00

Task Description	Rate Classification & Estimated Hours							Total Hours	Estimated Fees
	Principal	Associate/ Project Manager	Staff Engineer	Graduate Engineer	CADD Designer	2 Man Survey Crew	Survey Office		
	\$ 180	\$ 160	\$ 116	\$ 90	\$ 85	\$ 180	\$ 140		
Preliminary Engineering (Study Phase)									
2 Topographical Survey	-	-	8	-	-	105	45	158	\$ 26,128
1 Meetings & Project Scoping Confirmation	2	4	12	-	-	-	-	18	\$ 2,392
2 Review of Background Information	-	2	8	16	-	-	-	26	\$ 2,688
3 Existing Utility Review & Coordination	-	8	20	-	-	-	-	28	\$ 3,600
4 Alignment & Alternatives Analysis	2	10	20	40	56	-	-	128	\$ 12,640
5 Easement/ROW Review & Recommendations	-	4	8	8	-	-	-	20	\$ 2,288
6 Basis of Design Reporting	-	8	16	-	-	-	-	24	\$ 3,136
Project Totals	4	36	92	64	56	105	45	402	
Estimated Fees	\$720	\$5,760	\$10,672	\$5,760	\$4,760	\$18,900	\$6,300		\$52,872

ESTIMATED FEE SUMMARY

PERSONNEL	HOURS	RATE	TOTAL
Principal	4	\$ 180.00	\$ 720.00
Associate/ Project Manager	36	\$ 160.00	\$ 5,760.00
Staff Engineer	92	\$ 116.00	\$ 10,672.00
Graduate Engineer	64	\$ 90.00	\$ 5,760.00
CADD Designer	56	\$ 85.00	\$ 4,760.00
2 Man Survey Crew	105	\$ 180.00	\$ 18,900.00
Survey Office	45	\$ 140.00	\$ 6,300.00
TOTAL LUMP SUM NOT-TO-EXCEED			\$ 52,872.00

Regular Minutes of November 22, 2021

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said street is accepted into the City's local street system and is located within a right-of-way under the control of the City of Livonia and that said street was open to the public as of December 31, 2021.

#336-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 26, 2021, submitted pursuant to Council Resolution No. 365-16, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, requesting to extend the Qualification-Based Selection (QBS) contracts with OHM Advisors, Hubbell, Roth and Clark, Inc., Spalding Dedecker Associates, Inc. and Anderson, Eckstein and Westrick, Inc., for a period of five (5) years, for future proposals relating to professional engineering consulting services, the Council does hereby accept the proposal to extend the qualification based-selection (qbs) contracts with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Hubbell, Roth and Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48303-0824, Spalding Dedecker Associates, Inc., 905 South Boulevard East, Rochester Hills, MI 48307-5358, and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, for a five (5) year period ending November 30, 2026, to perform Professional Engineering Services on various Federal, State and Locally funded roads, bridges, storm sewers, sanitary sewers, water mains, traffic signal modernization and pedestrian signal upgrades and other related projects; FURTHER, the Mayor and City Clerk are hereby authorized to execute contracts for and on behalf of the City of Livonia with the aforesaid companies and to do all other things necessary or incidental to the full performance of this resolution; and all QBS contracts based on scope and contract amount for each future individual project will be brought before the City Council for funding approval.

#337-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 29, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, the Council does hereby approve the proposed 2022 Road Repair Program as proposed by the Department of Public Works and as reviewed by the Citizens Advisory Committee on Roads for the tenth year of the ten-year road paving millage approved by Livonia residents, as shown in the attachment to that report.

#338-21 WHEREAS, the Mayor and City Council of the City of Livonia believe quality roads are a vital part of any community; and

WHEREAS, the City of Livonia has a Citizens Advisory Committee on Roads which identifies City streets most in need of repair in order to



LETTER TO THE LIVONIA CITY COUNCIL

14.

Engineering
February 28, 2022

MEETING DATE

February 28, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE 2022 CONCRETE ROAD REPAIR PROGRAM BY EXTENDING CONTRACT 20-C UNIT PRICES WITH HARD ROCK CONCRETE: Engineering Division, re: for Contract 22-C in the amount of \$4,997,997.21 for one year. (CR 103-20)

BACKGROUND

Based upon the recommendation for scheduled maintenance in the Pavement Management Study, the Department of Public Works established a Concrete Road Program for 2022.

Previously in 2020, Anderson, Eckstein and Westrick, Inc. (AEW) provided plans and specifications for Contract 20-C. The bids for the subject project were taken on February 18, 2020, with six (6) bids being submitted. Hard Rock Concrete, Inc. was the lowest responsive qualified bidder and awarded the contract (CR #103-20). In order to take advantage of the bid prices from 2020, Hard Rock Concrete, Inc. was again awarded the Concrete Road Repair Program contract in 2021. This year, with the current rapid inflation, Hard Rock Concrete, Inc. was approached concerning their willingness to again extend their prices for the 2022 Concrete Road Repair Program. Hard Rock Concrete agreed to the extension and has submitted the attached bid that included a revised unit price for item 2 – mobilization, the newly added item numbers 7a – 7i and the agreed upon 300 inspector days based on AEW's recommendation, said amount to be adjusted based upon the quantities of work actually completed.

A total of \$9.6 million dollars were budgeted for 2022 Street Repair Program, including both concrete and asphalt repairs. AEW provided quantities based on the \$5 million budget for the Concrete Repair Program, Contract 22-C

There were 24 concrete road segments inclusive of reconstruction and maintenance anticipated to be repaired for 2022 based on recommendation from the Citizen's Road Advisory Committee meeting held on October 27, 2021.

AEW has checked the references of Hard Rock Concrete, Inc. and is familiar with their prior work. Hard Rock Concrete, Inc. was the contractor for our 2011, 2013 thru 2021 Concrete Pavement Rehabilitation and Reconstruction Programs. AEW is recommending the extension based on 2020 Contract Prices to this contractor (see attached letter dated February 17, 2022).

The Engineering Department will update the City Website (anticipated to be in late March) with the

final revised 2022 Road Repair Program Map once both the concrete and the asphalt road programs have been awarded. The information for road segment repairs will be published in the Connections - Spring 2022.

RECOMMENDATION

Please refer to the Fiscal Consideration section for additional information.

FISCAL CONSIDERATION

In order to proceed with this project, we recommend that the Council take the following actions:

- Waive the formal bidding process under Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding.
- Extend the Contract 20-C unit prices for the 2022 Concrete Road Repair Program, Contract 20-C and award a contract in the amount of \$4,997,997.21 to the Hard Rock Concrete, Inc., 38146 Abruzzi Drive, Westland, Michigan 48185. The award should be on the basis of the bid unit prices from 2020, Contract 20-C with the exception of revised unit prices for bid item number 2 - mobilization, the newly added item numbers 7a – 7i and the agreed upon 300 inspector days based on AEW's recommendation, said amount to be adjusted based upon the quantities of work actually completed.
- Authorize an expenditure in the amount of \$4,997,997.21 for the 2022 Concrete Road Repair Program, Contract 22-C from budgeted road funds in the following accounts:

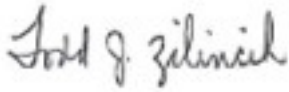
Account Number 204-463-818-110 (Reconstruction)	\$4,992,690.19
Account Number 204-463-818-114 (Maintenance)	\$5,307.02

- Authorize the City Engineer to approve minor adjustments in the work, as required.

ATTACHMENTS

1. S022822 Hard Rock Concrete Contract 22-C MINUTES
2. AEW Recommendation Letter for Hard Rock, Contract 22-C
3. Hard Rock Signed Bid Form for Contract 22-C
4. AEW Bid Tab for 20-C
5. CR #103-21 Award of 21-C to Hard Rock

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 17, 2022



Don Rohraff, Director of Public Works

Date: February 18, 2022



Michael Slater, Finance Director

Date: February 18, 2022=



Paul Bernier, City Attorney

Date: February 18, 2022



Maureen Miller Brosnan, Mayor

Date: February 18, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

14.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

15. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE 2022 CONCRETE ROAD REPAIR PROGRAM BY EXTENDING CONTRACT 20-C UNIT PRICES WITH HARD ROCK CONCRETE: Engineering Division, re: for Contract 22-C in the amount of \$4,997,997.21 for one year. (CR 103-20).

Todd Zilincik, City Engineer, presented the request to Council. He noted that Tony Grimaldi, President of Hard Rock Concrete was in the audience.

Brandon McCullough asked in regard to waiving the formal bidding process, the costs during 2020 were all over the map and if he felt that AEW pricing was better to sticking with this contract. Todd Zilincik agreed. He indicated that materials were the main thing that has gone up in price. They have a high volume of concrete to keep the cost down and they are close by in Westland. Brandon asked if they planned to go out for bid after this contract. Todd confirmed they are hopeful for a renewal in August and reset all contracts in hopes that things stabilize for the supply chain.

Brandon McCullough offered an approving resolution for the Consent Agenda.

Kathleen McIntyre asked when in 2020 was the Hard Rock contract signed. Todd Zilincik replied that it was right before the pandemic hit. Kathleen stated that if Hard Rock was the low bidder, we had a good benchmark to look at the cost against.

Rob Donovic asked what the difference is between maintenance and reconstruction. Todd Zilincik responded that to save taxpayer dollars, if there is a small segment that requires selective slab replacement, instead of having a separate contractor come into the area that is already been under traffic control, the same contractor will do a small portion of selective slabs to clean up the area to the next intersection. Rob agreed that Hard Rock Concrete do wonderful work and are able to get better pricing. Todd stated the owner is on the jobsite every day.

DIRECTION:

APPROVING

CONSENT



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

February 17, 2022

Todd Zilincik, P.E., City Engineer
City of Livonia
12973 Farmington Road
Livonia, Michigan 48150

Reference: Extension of 2021 Concrete Road Program (21-C)

2022 Concrete Road Program (22-C)
AEW Project No. 0263-0029

Dear Mr. Zilincik:

We understand Hard Rock Concrete has requested to extend their 2021 contract unit prices (originally from 2020) for the proposed 2022 Concrete Road Program.

Our office has bid programs of similar size and Hard Rock's prices are below prices for similar projects in nearby communities. With inflation rates at their current levels affecting material, labor and fuel costs, prices in the industry are expected to continue rising significantly. Additionally, Hard Rock Concrete's bid from 2020 was over \$1 million below the next lowest bidder.

We have worked with Hard Rock Concrete for several years in Livonia as well as many neighboring communities and are satisfied with their past performance. We do not believe any benefit will accrue to the City by seeking further competitive bids. Therefore, we recommend the city award a contract extension for the 2022 Concrete Road Program (22-C) to Hard Rock Concrete.

If you have any questions or need additional information, please advise.

Sincerely,

Anderson, Eckstein and Westrick, Inc.



Scott Lockwood, PE

cc: Don Rohraff, Director of Public Services

M:\0263\0263-0029\Gen\Letters\recaward for unit price extension.docx

BID FORM
CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-C
RECONSTRUCTION
AEW Project No. 0263-0029

BID SUBMITTED BY: Hard Rock Concrete INC
Company Name

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City Clerk
City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents;

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents; and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, if any; and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the Owner's decision to proceed with the Project is subject to Owner's determination that all legal, financial and grant approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not to proceed with the project in which case no bidder shall have a claim of any kind in contract, tort, equity or otherwise, against the Owner.
- L. Bidders acknowledge that Owner retains the unrestricted right not to proceed with the project and to reject all Bids received. In either case, Owner shall not be liable to any Bidder under any theory including contract, tort, equity or otherwise.
- M. Bidder acknowledges that the unexpected presence and location of existing underground utilities and resulting conflicts with such utilities are ordinarily encountered and generally recognized as inherent in subsurface sewer and appurtenant work in areas that have been previously developed.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): **See Next Page**

CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM

CONTRACT 22-C

RECONSTRUCTION

AEW PROJECT NO. 0263-0029

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
GENERAL					
1.	_Reimbursed Permit Fees	5,000	Dlr	\$ 1.00	5,000.00
2.	Mobilization, Max 3%	1	LS	148,000.00	148,000.00
3.	_Tree, Rem, 19 inch to 36 inch, Modified	14	Ea	1,000.00	14,000.00
4.	_Tree, Rem, 37 inch or Larger, Modified	8	Ea	1,700.00	13,600.00
5.	_Tree, Rem, 6 inch to 18 inch, Modified	1	Ea	250.00	250.00
6.	Sewer, Rem, Less than 24 inch	50	Ft	10.00	500.00
7.	_Geogrid	500	Syd	3.75	1,875.00
7a.	Sewer, CI IV, 12 inch, Tr Det B	50	Ft	100.00	5000.00
7b.	Post, Mailbox	11	Ea	100.00	1100.00
7c.	_Post, Mailbox, Rem, Special	11	Ea	125.00	1375.00
7d.	Pavt Mrkg, Ovly Cold Plastic, 4 inch, White	1,200	Ft	1.50	1800.00
7e.	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	52	Ft	16.50	858.00
7f.	Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike	4	Ea	175.00	700.00
7g.	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	2	Ea	175.00	350.00
7h.	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	2	Ea	175.00	350.00
7i.	Rem Curing Compound, for Spec Mrkg	1	Sft	3.50	3.50
8.	_Tree Root, Grind	5	Ea	250.00	1,250.00
9.	_Surface Restoration, Seeding	500	Syd	6.00	3,000.00
10.	_Surface Restoration, Sodding	500	Syd	4.50	2,250.00
11.	_Audio Visual Record of Construction Area	1	LS	5,500.00	5,500.00

CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-C
RECONSTRUCTION
AEW PROJECT NO. 0263-0029

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
MAINTENANCE					
12.	Sidewalk, Rem	1	Syd	6.00	6.00
13.	Driveway, Rem	1	Syd	6.00	6.00
14.	Subgrade Undercutting, Type II, Modified	1	Cyd	30.00	30.00
15.	Subgrade Undercutting, Type II, Special	1	Cyd	30.00	30.00
16.	Erosion Control, Inlet Protection, Siltsack	1	Ea	125.00	125.00
17.	Aggregate Base, 6 Inch, Modified	1	Syd	9.00	9.00
18.	Maintenance Gravel, Modified	1	Ton	25.00	25.00
19.	Dr Structure Cover, Adj, Case 2	1	Ea	350.00	350.00
20.	Dr Structure, Adj, Add Depth	1	Ft	250.00	250.00
21.	Dr Structure, Tap, 6 Inch	1	Ea	100.00	100.00
22.	Dr Structure Cover, Catch Basin	1	Ea	350.00	350.00
23.	Dr Structure Cover, Sanitary Manhole	1	Ea	475.00	475.00
24.	Dr Structure Cover, Storm Manhole	1	Ea	475.00	475.00
25.	External Structure Wrap, 18 inch	1	Ea	800.00	800.00
26.	Underdrain, Subgrade, 6 inch, Modified	1	Ft	12.00	12.00
27.	HMA Surface, Rem	1	Syd	12.00	12.00
28.	HMA, 13A	1	Ton	350.00	350.00
29.	Joint, Expansion, E2	1	Ft	20.00	20.00
30.	Joint, Expansion, E3	1	Ft	20.00	20.00
31.	Joint, Expansion, Erg, Modified	1	Ft	20.00	20.00
32.	Lane Tie, Epoxy Anchored	1	Ea	5.00	5.00
33.	Non-Chloride Accelerator	1	Gal	1.00	1.00

CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-C
RECONSTRUCTION
AEW PROJECT NO. 0263-0029

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
34.	Pavt Repr, Nonreinf Conc, 7 Inch	1	Syd	42.00	42.00
35.	Pavt Repr, Rem	1	Syd	6.00	6.00
36.	Driveway, Nonreinf Conc, 6 inch	1	Syd	42.00	42.00
37.	Sidewalk Ramp, Conc, 4 inch	1	Sft	5.25	5.25
38.	Sidewalk Ramp, Conc, 6 inch	1	Sft	6.00	6.00
39.	_ Detectable Warning Surface, Modified	1	Ft	40.00	40.00
40.	Sign, Type B, Temp, Prismatic, Furn	1	Sft	5.25	5.25
41.	Sign, Type B, Temp, Prismatic, Oper	1	Sft	0.01	0.01
42.	_ Sign, Type B, Temp, Prismatic, Special, Furn, Modified	1	Sft	9.50	9.50
43.	_ Sign, Type B, Temp, Prismatic, Special, Oper, Modified	1	Sft	0.01	0.01
44.	_ Traffic Control, Minor Street	1	Ea	1,500.00	1,500.00
45.	Water, Sodding/Seeding	1	Unit	80.00	80.00
46.	_ Surface Restoration, Hydroseeding	1	Syd	4.75	4.75
47.	Monument Preservation	1	Ea	50.00	50.00
48.	_ Irrigation Pipe, Furn and Install	1	Ft	1.50	1.50
49.	_ Sprinkler Head, Adj	1	Ea	6.75	6.75
50.	_ Sprinkler Head, Furn and Install	1	Ea	37.00	37.00
RECONSTRUCTION					
51.	Pavt, Rem	57,655	Syd	5.00	288,275.00
52.	Sidewalk, Rem	1,173	Syd	6.00	7,038.00
53.	_ Driveway, Rem	6,059	Syd	6.00	36,354.00
54.	_ Station Grading	165	Sta	850.00	140,250.00
55.	_ Subgrade Undercutting, Type II, Modified	6,345	Cyd	30.00	190,350.00

CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-C
RECONSTRUCTION
AEW PROJECT NO. 0263-0029

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
76.	Lane Tie, Epoxy Anchored	170	Ea	5.00	850.00
77.	Non-Chloride Accelerator	22	Gal	1.00	22.00
78.	Driveway, Nonreinf Conc, 6 inch	6,062	Syd	41.00	248,542.00
78a.	Driveway, Nonreinf Conc, 8 inch	200	Syd	44.00	8800.00
79.	Sidewalk Ramp, Conc, 4 inch	7,726	Sft	5.00	38,630.00
80.	Sidewalk Ramp, Conc, 6 inch	3,785	Sft	5.50	20,817.50
81.	_ Detectable Warning Surface, Modified	398	Ft	40.00	15,920.00
82.	Sign, Type B, Temp, Prismatic, Furn	22	Sft	6.00	132.00
83.	Sign, Type B, Temp, Prismatic, Oper	22	Sft	0.01	0.22
84.	_ Sign, Type B, Temp, Prismatic, Special, Furn, Modified	22	Sft	10.00	220.00
85.	_ Sign, Type B, Temp, Prismatic, Special, Oper, Modified	22	Sft	0.01	0.22
86.	_ Traffic Control, Minor Street	22	Ea	1,500.00	33,000.00
87.	Water, Sodding/Seeding	527	Unit	80.00	42,160.00
88.	_ Surface Restoration, Hydroseeding	9,340	Syd	4.50	42,030.00
89.	Monument Preservation	4	Ea	50.00	200.00
90.	_ Irrigation Pipe, Furn and Install	3,594	Ft	1.50	5,391.00
91.	_ Sprinkler Head, Adj	173	Ea	6.75	1,167.75
92.	_ Sprinkler Head, Furn and Install	188	Ea	37.00	6,956.00

Total of all Bid Prices \$ 4,997,997.21

Crew Days (200 Min) 300 Days 750 225,000.00

Total of All Bid Prices, Including Crew Days \$ 5,222,997.21

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and Final Payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-C
RECONSTRUCTION
AEW PROJECT NO. 0263-0029

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
56.	_ Subgrade Undercutting, Type II, Special	2,899	Cyd	30.00	86,970.00
57.	_ Erosion Control, Inlet Protection, Siltsack	98	Ea	95.00	9,310.00
58.	_ Aggregate Base, 8 inch, Modified	61,230	Syd	7.50	459,225.00
59.	_ Maintenance Gravel, Modified	3,158	Ton	20.00	63,160.00
60.	Dr Structure Cover, Adj, Case 2	112	Ea	350.00	39,200.00
61.	Dr Structure, Adj, Add Depth	58	Ft	225.00	13,050.00
62.	Dr Structure, Tap, 6 inch	180	Ea	150.00	27,000.00
63.	_ Dr Structure Cover, Catch Basin	92	Ea	350.00	32,200.00
64.	_ Dr Structure Cover, Sanitary Manhole	23	Ea	450.00	10,350.00
65.	_ Dr Structure Cover, Storm Manhole	33	Ea	450.00	14,850.00
65a.	_ Dr Structure Cover, Water Gate Well	1	Ea	750.00	750.00
66.	_ External Structure Wrap, 18 inch	23	Ea	800.00	18,400.00
67.	_ Underdrain, Subgrade, 6 inch, Modified	30,608	Ft	11.00	336,688.00
68.	HMA Surface, Rem	244	Syd	10.00	2,440.00
69.	HMA, 13A	74	Ton	100.00	7,400.00
70.	Conc Pavt with Integral Curb, Nonreinf, 7 inch	44,180	Syd	41.00	1,811,380.00
70a.	Conc Pavt with Integral Curb, Nonreinf, 8 inch	6,445	Syd	44.00	283,580.00
71.	Conc Pavt with Integral Curb, Nonreinf, 9 inch	7,030	Syd	46.00	323,380.00
72.	Joint, Contraction, Cp	4,078	Ft	15.00	61,170.00
73.	Joint, Expansion, E2	2,189	Ft	20.00	43,780.00
74.	Joint, Expansion, E3	692	Ft	20.00	13,840.00
75.	_ Joint, Expansion, Erg, Modified	35	Ft	20.00	700.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before October 30, 2022 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General conditions on or before November 15, 2022.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Preliminary Progress Schedule; and
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Hard Rock Concrete Inc.

By: *[Signature]*

[Printed name] Tony Grimaldi

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Title: President

Attest: *[Signature]*

[Printed name] Gina Sullivan

Submittal Date: 2-16-22

Address for giving notice:

31846 Abruzzi Drive

Westland, Michigan 48185

Telephone Number: (734) 641-3333

Fax Number: (734) 641-7270

Contact Name and e-mail address: Tony Grimaldi
office@hardrockconcretemi.com

Bidder's License No.: 2102100846
(where applicable)



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

DATE: 2/18/2020
TIME: 2:00 PM

Prepared by: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

VENDOR RANKING

RANK	VENDOR NAME	TOTAL BID
1	Hard Rock Concrete Inc.	\$ 4,045,019.25
2	Zuniga Cement Construction, Inc.	\$ 5,093,988.50
3	Mark Anthony Contracting, Inc.	\$ 5,098,667.24
4	Florence Cement Company	\$ 5,563,276.40
5	Great Lakes Contracting Solutions, LLC	\$ 5,811,673.40
6	G.V. Cement Contracting Co.	\$ 6,209,490.00



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

Hard Rock Concrete Inc.
 38146 Abruzzi Dr
 Westland, MI 48185

Zuniga Cement Construction, Inc.
 22500 Ryan Rd
 Warren, MI 48091

Mark Anthony Contracting, Inc.
 4844 Old Plank Road
 Milford, MI 48361

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
GENERAL									
1.	Reimbursed Permit Fees	2,500	Dir	1.00	2,500.00	1.00	2,500.00	1.00	2,500.00
2.	Mobilization, Max 3%	1	LS	2,500.00	2,500.00	150,000.00	150,000.00	145,775.20	146,775.20
3.	_Tree, Rem, 19 inch to 36 inch, Modified	39	Ea	1,000.00	39,000.00	1,500.00	58,500.00	2,117.22	82,571.58
4.	_Tree, Rem, 37 inch or Larger, Modified	12	Ea	1,700.00	20,400.00	2,200.00	26,400.00	3,368.48	40,793.76
5.	_Tree, Rem, 6 inch to 18 inch, Modified	8	Ea	250.00	2,000.00	1,200.00	9,600.00	626.22	5,009.76
6.	Sewer, Rem, Less than 24 inch	120	Ft	10.00	1,200.00	30.00	3,600.00	29.78	3,573.60
7.	_Geogrid	2,000	Syd	3.75	7,500.00	4.50	9,000.00	2.80	5,800.00
8.	Sewer, CI IV, 12 inch, Tr Def B	120	Ft	50.00	6,000.00	65.00	7,800.00	57.46	6,895.20
9.	Dr Structure, Tap, 12 inch	8	Ea	250.00	2,000.00	150.00	1,200.00	141.02	1,128.16
10.	Conc Pavt with Integral Curb, Nonreinf, 8 inch	50	Syd	55.00	2,750.00	61.00	3,050.00	55.47	2,773.50
11.	Pavt Repr, Nonreinf Conc, 8 inch	50	Syd	55.00	2,750.00	60.00	3,000.00	55.00	2,750.00
12.	Pavt Repr, Nonreinf Conc, 9 inch	50	Syd	60.00	3,000.00	63.00	3,150.00	57.00	2,850.00
13.	_Tree Root, Grind	5	Ea	250.00	1,250.00	450.00	2,250.00	232.80	1,163.00
14.	_Surface Restoration, Seeding	500	Syd	4.50	2,250.00	7.00	3,500.00	6.74	3,370.00
15.	_Surface Restoration, Sodding	500	Syd	6.00	3,000.00	20.00	10,000.00	9.48	4,740.00
16.	_Audio Visual Record of Construction Area	1	LS	5,500.00	5,500.00	19,000.00	19,000.00	5,984.00	5,984.00
GENERAL: TOTAL AMOUNT BID				\$	103,600.00	\$	312,550.00	\$	317,657.76
MAINTENANCE									
17.	Sidewalk, Rem	250	Syd	6.00	1,500.00	8.00	2,000.00	12.50	3,125.00
18.	_Driveway, Rem	65	Syd	6.00	390.00	10.00	650.00	16.50	1,072.50
19.	_Subgrade Undercutting, Type II, Modified	4	Cyd	30.00	120.00	50.00	200.00	65.00	260.00
20.	_Subgrade Undercutting, Type II, Special	4	Cyd	30.00	120.00	55.00	220.00	70.00	280.00
21.	_Erosion Control, Inlet Protection, Siltsack	4	Ea	125.00	500.00	100.00	400.00	78.95	315.80
22.	_Aggregate Base, 6 inch, Modified	1,700	Syd	9.00	15,300.00	9.00	15,300.00	12.50	21,250.00
23.	_Maintenance Gravel, Modified	4	Ton	25.00	100.00	30.00	120.00	50.00	200.00
24.	Dr Structure Cover, Adj, Case 2	11.5	Ea	350.00	4,025.00	250.00	2,875.00	350.00	4,025.00
25.	Dr Structure, Adj, Add Depth	6.6	Ft	250.00	1,625.00	180.00	1,170.00	285.00	1,852.50



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

CITY OF LIVONIA 2020 CONCRETE ROAD REPAIR PROGRAM CONTRACT 20-C - RECONSTRUCTION AEW PROJECT NO. 0263-0022				Hard Rock Concrete Inc. 38146 Abruzzi Dr Westland, MI 48185		Zuniga Cement Construction, Inc. 22500 Ryan Rd Warren, MI 48091		Mark Anthony Contracting, Inc. 4844 Old Plank Road Milford, MI 48381	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26.	Dr Structure, Tap, 6 inch	16	Ea	100.00	1,600.00	120.00	1,920.00	165.00	2,640.00
27.	_Dr Structure Cover, Catch Basin	9	Ea	350.00	3,150.00	300.00	2,700.00	375.00	3,375.00
28.	_Dr Structure Cover, Sanitary Manhole	4	Ea	475.00	1,900.00	325.00	1,300.00	385.00	1,540.00
29.	_Dr Structure Cover, Storm Manhole	4	Ea	475.00	1,900.00	325.00	1,300.00	385.00	1,540.00
30.	_External Structure Wrap, 18 inch	4	Ea	600.00	2,200.00	380.00	1,520.00	350.00	1,400.00
31.	_Underdrain, Subgrade, 6 inch, Modified	1,075	Ft	12.00	12,900.00	14.00	15,050.00	15.50	16,662.50
32.	HMA Surface, Rem	4	Syd	12.00	48.00	12.00	48.00	45.00	180.00
33.	HMA, 13A	4	Ton	350.00	1,400.00	285.00	1,140.00	225.00	900.00
34.	Joint, Expansion, E2	160	Ft	20.00	3,200.00	5.00	800.00	19.50	3,120.00
35.	Joint, Expansion, E3	4	Ft	20.00	80.00	7.00	28.00	6.00	24.00
36.	_Joint, Expansion, Erg, Modified	150	Ft	20.00	3,000.00	5.00	750.00	12.50	1,875.00
37.	Lane Tie, Epoxy Anchored	1,600	Ea	5.00	8,000.00	3.50	5,600.00	5.25	8,400.00
38.	Non-Chloride Accelerator	4	Gal	1.00	4.00	25.00	100.00	10.00	40.00
39.	Pavt Repr, Nonreinf Conc, 7 inch	3,660	Syd	42.00	153,720.00	52.00	190,320.00	48.00	175,680.00
40.	Pavt Repr, Rem	3,660	Syd	6.00	21,960.00	7.00	25,620.00	15.00	54,900.00
41.	_Pavt Joints and Cracks, Resealing	2,000	Ft	0.75	1,500.00	1.75	3,500.00	0.91	1,820.00
42.	Driveway, Nonreinf Conc, 6 inch	80	Syd	42.00	3,360.00	54.00	4,320.00	41.50	3,320.00
43.	Sidewalk Ramp, Conc, 4 inch	1,455	Sft	5.25	7,638.75	5.85	8,511.75	8.50	12,367.50
44.	Sidewalk Ramp, Conc, 6 inch	680	Sft	6.00	4,080.00	7.00	4,760.00	10.50	7,140.00
45.	_Detectable Warning Surface, Modified	72	Ft	40.00	2,880.00	40.00	2,880.00	35.00	2,520.00
46.	Sign, Type B, Temp, Prismatic, Furn	300	Sft	5.25	1,575.00	5.00	1,500.00	5.96	1,788.00
47.	Sign, Type B, Temp, Prismatic, Oper	300	Sft	0.01	3.00	0.01	3.00	0.01	3.00
48.	_Sign, Type B, Temp, Prismatic, Special, Furn, Modified	300	Sft	9.50	2,850.00	10.00	3,000.00	11.93	3,579.00
49.	_Sign, Type B, Temp, Prismatic, Special, Oper, Modified	300	Sft	0.01	3.00	0.01	3.00	0.01	3.00
50.	_Traffic Control, Minor Street	4	Ea	1,500.00	6,000.00	500.00	2,000.00	6,210.00	24,840.00
51.	Water, Sodding/Seeding	16	Unit	80.00	1,280.00	40.00	640.00	77.53	1,240.48
52.	_Surface Restoration, Hydros seeding	650	Syd	4.75	3,087.50	5.00	3,250.00	6.62	4,303.00
53.	Monument Preservation	4	Ea	50.00	200.00	250.00	1,000.00	1,789.20	7,156.80



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

				Hard Rock Concrete Inc. 38146 Abruzzi Dr Westland, MI 48185		Zuniga Cement Construction, Inc. 22500 Ryan Rd Warren, MI 48091		Mark Anthony Contracting, Inc. 4844 Old Plank Road Milford, MI 48381	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54.	_Irrigation Pipe, Furn and Install	275	Ft	1.50	412.50	3.50	962.50	4.17	1,146.75
55.	_Sprinkler Head, Adj	33	Ea	6.75	222.75	10.00	330.00	77.53	2,558.49
56.	_Sprinkler Head, Furn and Install	33	Ea	37.00	1,221.00	35.00	1,155.00	77.53	2,558.49
MAINTENANCE - TOTAL AMOUNT BID				\$	276,055.50	\$	308,946.25	\$	381,001.81
RECONSTRUCTION									
57.	Pavt, Rem	46,100	Syd	5.00	230,500.00	7.50	345,750.00	6.70	308,870.00
58.	Sidewalk, Rem	775	Syd	6.00	4,650.00	6.00	4,650.00	6.75	5,231.25
59.	_Driveway, Rem	5,655	Syd	6.00	33,930.00	6.50	36,757.50	6.05	34,212.75
60.	_Station Grading	148.55	Sta	850.00	126,267.50	1,900.00	282,245.00	3,092.31	459,362.65
61.	_Subgrade Undercutting, Type II, Modified	1,705	Cyd	30.00	51,150.00	37.00	63,085.00	54.07	92,189.35
62.	_Subgrade Undercutting, Type II, Special	1,180	Cyd	30.00	35,400.00	45.00	53,100.00	54.65	64,487.00
63.	_Erosion Control, Inlet Protection, Siltsack	68	Ea	95.00	6,460.00	150.00	10,200.00	78.95	5,368.60
64.	_Aggregate Base, 8 inch, Modified	48,755	Syd	7.50	365,662.50	9.00	438,795.00	9.21	449,033.55
65.	_Maintenance Gravel, Modified	375	Ton	20.00	7,500.00	25.00	9,375.00	27.50	10,312.50
66.	Dr Structure Cover, Adj, Case 2	79	Ea	350.00	27,650.00	185.00	14,615.00	308.54	24,374.66
67.	Dr Structure, Adj, Add Depth	29	Ft	225.00	6,525.00	150.00	4,350.00	207.11	6,006.19
68.	Dr Structure, Top, 6 inch	127	Ea	150.00	19,050.00	125.00	15,875.00	141.02	17,909.54
69.	_Dr Structure Cover, Catch Basin	65	Ea	350.00	22,750.00	350.00	22,750.00	460.42	29,927.30
70.	_Dr Structure Cover, Gate Well	3	Ea	350.00	1,050.00	400.00	1,200.00	512.90	1,538.70
71.	_Dr Structure Cover, Sanitary Manhole	18	Ea	450.00	8,100.00	400.00	7,200.00	555.84	10,005.12
72.	_Dr Structure Cover, Storm Manhole	17	Ea	450.00	7,650.00	350.00	5,950.00	530.68	9,021.56
73.	_External Structure Wrap, 18 inch	18	Ea	800.00	14,400.00	400.00	7,200.00	775.13	13,952.34
74.	_Underdrain, Subgrade, 6 inch, Modified	26,510	Ft	11.00	291,610.00	13.00	344,630.00	11.36	301,153.60
75.	HMA Surface, Rem	15	Syd	10.00	150.00	10.00	150.00	26.76	401.40
76.	HMA, 13A	15	Ton	100.00	1,500.00	190.00	2,850.00	175.57	2,633.55
77.	Conc Pavt with Integral Curb, Nonreinf, 7 inch	41,810	Syd	41.00	1,714,210.00	49.50	2,069,595.00	41.85	1,749,748.50
78.	Conc Pavt with Integral Curb, Nonreinf, 9 inch	4,290	Syd	46.00	197,340.00	54.00	231,660.00	45.55	195,409.50
79.	Joint, Contraction, Cp	2,650	Ft	15.00	39,750.00	1.25	3,312.50	9.54	25,281.00



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

Hard Rock Concrete Inc.
 38146 Abruzzi Dr
 Westland, MI 48185

Zuniga Cement Construction, Inc.
 22600 Ryan Rd
 Warren, MI 48091

Mark Anthony Contracting, Inc.
 4844 Old Plank Road
 Milford, MI 48361

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
80.	Joint, Expansion, E2	1,192	Ft	20.00	23,840.00	2.50	2,980.00	17.89	21,324.88
81.	Joint, Expansion, E3	99	Ft	20.00	1,980.00	3.50	346.50	7.16	708.84
82.	Joint, Expansion, Erg, Modified	477	Ft	20.00	9,540.00	3.75	1,788.75	11.93	5,680.61
83.	Lane Tie, Epoxy Anchored	385	Ea	5.00	1,925.00	3.75	1,443.75	7.16	2,756.60
84.	Non-Chloride Accelerator	15	Gal	1.00	15.00	20.00	300.00	14.31	214.65
85.	Driveway, Nonreinf Conc, 6 inch	6,295	Syd	41.00	258,095.00	48.00	302,160.00	41.75	262,816.25
86.	Driveway, Nonreinf Conc, 8 inch	100	Syd	46.00	4,600.00	58.00	5,800.00	50.10	5,010.00
87.	Driveway Opening, Conc, Det M	100	Ft	3.00	300.00	25.00	2,500.00	17.89	1,789.00
88.	Sidewalk Ramp, Conc, 4 inch	3,650	Sft	5.00	18,250.00	5.85	21,352.50	6.56	23,944.00
89.	Sidewalk Ramp, Conc, 6 inch	1,475	Sft	5.50	8,112.50	6.50	9,587.50	8.35	12,316.25
90.	Sidewalk, Clay Brick Pavers, Rem	15	Sft	1.00	15.00	1.00	15.00	28.82	447.30
91.	Detectable Warning Surface, Modified	180	Ft	40.00	7,200.00	40.00	7,200.00	35.78	6,440.40
92.	Sidewalk, Clay Brick Pavers, Salv	15	Sft	10.00	150.00	20.00	300.00	28.82	447.30
93.	Post, Mailbox	40	Ea	20.00	800.00	50.00	2,000.00	178.92	7,156.80
94.	Post, Mailbox, Rem, Special	10	Ea	20.00	200.00	200.00	2,000.00	178.92	1,789.20
95.	Pavt Mrg, Ovly Cold Plastic, 24 inch, Stop Bar	45	Ft	13.00	585.00	20.00	900.00	14.91	670.95
96.	Pavt Mrg, Ovly Cold Plastic, Lt Turn Arrow Sym	2	Ea	195.00	390.00	900.00	1,800.00	220.67	441.34
97.	Pavt Mrg, Ovly Cold Plastic, Only	4	Ea	195.00	780.00	900.00	3,600.00	220.67	882.68
98.	Pavt Mrg, Ovly Cold Plastic, Rt Turn Arrow Sym	2	Ea	195.00	390.00	900.00	1,800.00	220.67	441.34
99.	Pavt Mrg, Polyurea, 4 inch, White	125	Ft	1.00	125.00	3.50	437.50	1.13	141.25
100.	Pavt Mrg, Polyurea, 4 inch, Yellow	525	Ft	1.00	525.00	3.75	1,968.75	1.13	593.25
101.	Rem Curing Compound, for Spec Mrg	1,680	Sft	3.00	5,040.00	2.65	4,452.00	3.51	5,886.80
102.	Witness, Log, \$1,000.00	1,000	Dir	1.00	1,000.00	1.00	1,000.00	1.00	1,000.00
103.	Recessing Pavt Mrg, Longit	650	Ft	1.00	650.00	3.75	2,437.50	1.13	734.50
104.	Sign, Type B, Temp, Prismatic, Fum	1,125	Sft	6.00	6,750.00	5.00	5,625.00	5.96	6,705.00
105.	Sign, Type B, Temp, Prismatic, Oper	1,125	Sft	0.01	11.25	0.01	11.25	0.01	11.25
106.	Sign, Type B, Temp, Prismatic, Special, Fum, Modified	1,125	Sft	10.00	11,250.00	10.00	11,250.00	11.93	13,421.25
107.	Sign, Type B, Temp, Prismatic, Special, Oper, Modified	1,125	Sft	0.01	11.25	0.01	11.25	0.01	11.25



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

				Hard Rock Concrete Inc. 38146 Abruzzi Dr Westland, MI 48185		Zuniga Cement Construction, Inc. 22500 Ryan Rd Warren, MI 48091		Mark Anthony Contracting, Inc. 4844 Old Plank Road Milford, MI 48381	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
108.	_Traffic Control, Major Street	1	Ea	2,000.00	2,000.00	1,500.00	1,500.00	13,675.20	13,675.20
109.	_Traffic Control, Minor Street	14	Ea	1,500.00	21,000.00	500.00	7,000.00	3,435.20	48,092.80
110.	Water, Sodding/Seeding	107	Unit	80.00	8,560.00	200.00	21,400.00	77.53	8,295.71
111.	_Surface Restoration, Hydroseeding	9,745	Syd	4.50	43,852.50	5.25	51,161.25	6.33	61,685.85
112.	Monument Preservation	15	Ea	50.00	750.00	250.00	3,750.00	1,789.20	26,838.00
113.	_Irrigation Pipe, Furn and Install	3,665	Ft	1.50	5,497.50	2.75	10,078.75	3.58	13,120.70
114.	_Sprinkler Head, Adj	181	Ea	6.75	1,221.75	10.00	1,810.00	77.53	14,032.93
115.	_Sprinkler Head, Furn and Install	181	Ea	37.00	6,697.00	30.00	5,430.00	77.53	14,032.93
RECONSTRUCTION - TOTAL AMOUNT BID				\$	3,665,363.75	\$	4,472,492.25	\$	4,400,007.67
Total of All Bid Prices				\$	4,045,019.25	\$	5,093,988.50	\$	5,098,667.24
CREW DAYS (200 Min)				750.00	Hr	200.00	\$ 150,000.00	210.00	\$ 157,500.00
								240.00	\$ 180,000.00



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

				Florence Cement Company 51515 Corridor Shelby Township, MI 48315		Great Lakes Contracting Solutions, LLC 2300 Edinburgh Waterford, MI 48328		G.V. Cement Contracting Co. 20000 Dix Toledo Hwy Brownstown, MI 48183	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
GENERAL									
1.	Reimbursed Permit Fees	2,500	Dir	1.00	2,500.00	1.00	2,500.00	1.00	2,500.00
2.	Mobilization, Max 3%	1	LS	152,580.00	152,580.00	160,000.00	160,000.00	10000.00	10,000.00
3.	_Tree, Rem, 19 inch to 36 inch, Modified	39	Ea	2,250.00	87,750.00	2,200.00	85,800.00	2500.00	97,500.00
4.	_Tree, Rem, 37 inch or Larger, Modified	12	Ea	3,325.00	39,900.00	3,300.00	39,600.00	3000.00	36,000.00
5.	_Tree, Rem, 6 inch to 18 inch, Modified	8	Ea	1,000.00	8,000.00	650.00	5,200.00	2000.00	16,000.00
6.	Sewer, Rem, Less than 24 inch	120	Ft	27.00	3,240.00	15.00	1,800.00	25.00	3,000.00
7.	_Geogrid	2,000	Syd	3.20	6,400.00	3.45	6,900.00	6.00	12,000.00
8.	Sewer, CI IV, 12 inch, Tr Det B	120	Ft	85.50	10,260.00	72.50	8,700.00	75.00	9,000.00
9.	Dr Structure, Tap, 12 inch	8	Ea	392.00	3,136.00	325.00	2,600.00	800.00	6,400.00
10.	Conc Pavt with Integral Curb, Nonreinf, 8 inch	50	Syd	82.00	4,100.00	62.00	3,100.00	62.00	3,100.00
11.	Pavt Repr, Nonreinf Conc, 8 inch	50	Syd	56.00	2,800.00	62.50	3,125.00	61.00	3,050.00
12.	Pavt Repr, Nonreinf Conc, 9 inch	50	Syd	55.00	2,750.00	64.95	3,247.50	68.00	3,400.00
13.	_Tree Root, Grind	5	Ea	195.00	975.00	150.00	750.00	500.00	2,500.00
14.	_Surface Restoration, Seeding	500	Syd	3.52	1,760.00	5.50	2,750.00	6.00	3,000.00
15.	_Surface Restoration, Sodding	500	Syd	5.60	2,800.00	8.00	4,000.00	8.00	4,000.00
16.	_Audio Visual Record of Construction Area	1	LS	5,400.00	5,400.00	5,000.00	5,000.00	4500.00	4,500.00
GENERAL: TOTAL AMOUNT BID				\$	334,351.00	\$	335,072.50	\$	215,950.00
MAINTENANCE									
17.	Sidewalk, Rem	250	Syd	9.30	2,325.00	9.50	2,375.00	10.00	2,500.00
18.	_Driveway, Rem	65	Syd	10.00	650.00	12.00	780.00	10.00	650.00
19.	_Subgrade Undercutting, Type II, Modified	4	Cyd	254.00	1,016.00	60.00	240.00	30.00	120.00
20.	_Subgrade Undercutting, Type II, Special	4	Cyd	230.00	920.00	65.00	260.00	30.00	120.00
21.	_Erosion Control, Inlet Protection, Siltsack	4	Ea	112.00	448.00	125.00	500.00	150.00	600.00
22.	_Aggregate Base, 6 inch, Modified	1,700	Syd	7.00	11,900.00	13.00	22,100.00	8.00	13,600.00
23.	_Maintenance Gravel, Modified	4	Ton	108.00	424.00	36.00	144.00	16.00	64.00
24.	Dr Structure Cover, Adj, Case 2	11.5	Ea	480.00	5,520.00	375.00	4,312.50	550.00	6,325.00
25.	Dr Structure, Adj, Add Depth	6.5	Ft	300.00	1,950.00	250.00	1,625.00	500.00	3,250.00



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

Item No.	Description	Estimated Quantity	Units	Florence Cement Company		Great Lakes Contracting Solutions, LLC		G.V. Cement Contracting Co.	
				51515 Corridor Shelby Township, MI 48316		2300 Edinburgh Waterford, MI 48328		20000 Dix Toledo Hwy Brownstown, MI 48183	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26.	Dr Structure, Tap, 6 inch	16	Ea	101.00	1,616.00	200.00	3,200.00	600.00	9,600.00
27.	_Dr Structure Cover, Catch Basin	9	Ea	420.00	3,780.00	425.00	3,825.00	550.00	4,950.00
28.	_Dr Structure Cover, Sanitary Manhole	4	Ea	511.00	2,044.00	675.00	2,700.00	550.00	2,200.00
29.	_Dr Structure Cover, Storm Manhole	4	Ea	394.00	1,576.00	550.00	2,200.00	550.00	2,200.00
30.	_External Structure Wrap, 18 inch	4	Ea	2,690.00	10,760.00	450.00	1,800.00	350.00	1,400.00
31.	_Underdrain, Subgrade, 6 inch, Modified	1,075	Ft	18.00	19,350.00	14.00	15,050.00	18.00	19,350.00
32.	HMA Surface, Rem	4	Syd	76.00	304.00	7.50	30.00	8.00	32.00
33.	HMA, 13A	4	Ton	300.00	1,200.00	375.00	1,500.00	150.00	600.00
34.	Joint, Expansion, E2	160	Ft	19.00	3,040.00	20.00	3,200.00	10.00	1,600.00
35.	Joint, Expansion, E3	4	Ft	153.00	612.00	9.50	38.00	12.00	48.00
36.	_Joint, Expansion, Erg, Modified	150	Ft	12.00	1,800.00	20.00	3,000.00	12.00	1,800.00
37.	Lane Tie, Epoxy Anchored	1,600	Ea	6.00	9,600.00	5.50	8,800.00	4.00	6,400.00
38.	Non-Chloride Accelerator	4	Gal	8.00	32.00	10.00	40.00	200.00	800.00
39.	Pavt Repr, Nonreinf Conc, 7 inch	3,660	Syd	48.10	176,046.00	58.00	212,280.00	60.00	219,600.00
40.	Pavt Repr, Rem	3,660	Syd	23.00	84,180.00	10.00	36,600.00	10.00	36,600.00
41.	_Pavt Joints and Cracks, Resealing	2,000	Ft	0.80	1,600.00	0.80	1,600.00	1.35	2,700.00
42.	Driveway, Nonreinf Conc, 6 inch	80	Syd	52.60	4,208.00	48.00	3,840.00	58.00	4,640.00
43.	Sidewalk Ramp, Conc, 4 inch	1,455	Sft	6.60	9,603.00	6.00	8,730.00	7.00	10,185.00
44.	Sidewalk Ramp, Conc, 6 inch	680	Sft	8.50	5,780.00	10.50	7,140.00	9.00	6,120.00
45.	_Detectable Warning Surface, Modified	72	Ft	30.20	2,174.40	40.00	2,880.00	60.00	4,320.00
46.	Sign, Type B, Temp, Prismatic, Furn	300	Sft	5.00	1,500.00	5.10	1,530.00	28.00	8,400.00
47.	Sign, Type B, Temp, Prismatic, Oper	300	Sft	0.01	3.00	0.01	3.00	28.00	8,400.00
48.	_Sign, Type B, Temp, Prismatic, Special, Furn, Modified	300	Sft	10.00	3,000.00	10.20	3,060.00	28.00	8,400.00
49.	_Sign, Type B, Temp, Prismatic, Special, Oper, Modified	300	Sft	0.01	3.00	0.01	3.00	28.00	8,400.00
50.	_Traffic Control, Minor Street	4	Ea	3,012.00	12,048.00	3,500.00	14,000.00	3,500.00	14,000.00
51.	Water, Sodding/Seeding	16	Unit	45.00	720.00	66.00	1,056.00	1,000.00	16,000.00
52.	_Surface Restoration, Hydroseeding	650	Syd	3.50	2,275.00	5.40	3,510.00	6.00	3,900.00
53.	Monument Preservation	4	Ea	900.00	3,600.00	915.00	3,660.00	4,000.00	16,000.00



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

Florence Cement Company
 61515 Corridor
 Shelby Township, MI 48315

Great Lakes Contracting Solutions, LLC
 2300 Edinburg
 Waterford, MI 48328

G.V. Cement Contracting Co.
 20000 Dix Toledo Hwy
 Brownstown, MI 48183

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
54.	_Irrigation Pipe, Furn and Install	275	Ft	2.30	632.50	3.60	990.00	15.00	4,125.00
55.	_Sprinkler Head, Adj	33	Ea	8.00	264.00	66.00	2,178.00	15.00	495.00
56.	_Sprinkler Head, Furn and Install	33	Ea	32.00	1,056.00	66.00	2,178.00	20.00	660.00
MAINTENANCE - TOTAL AMOUNT BID				\$	389,559.90	\$	382,797.50	\$	451,154.00
RECONSTRUCTION									
57.	Pavt, Rem	46,100	Syd	7.00	322,700.00	9.50	437,950.00	10.00	461,000.00
58.	Sidewalk, Rem	775	Syd	4.00	3,100.00	9.50	7,362.50	10.00	7,750.00
59.	_Driveway, Rem	5,655	Syd	8.00	45,240.00	9.50	53,722.50	10.00	56,550.00
60.	_Station Grading	148.55	Sta	4,000.00	594,200.00	2,700.00	401,085.00	1,200.00	178,260.00
61.	_Subgrade Undercutting, Type II, Modified	1,705	Cyd	48.00	81,840.00	45.00	76,725.00	33.00	56,265.00
62.	_Subgrade Undercutting, Type II, Special	1,180	Cyd	52.00	61,360.00	50.00	59,000.00	33.00	38,940.00
63.	_Erosion Control, Inlet Protection, Siltsack	68	Ea	176.00	11,968.00	125.00	8,500.00	150.00	10,200.00
64.	_Aggregate Base, 8 inch, Modified	48,755	Syd	8.70	424,168.50	12.00	585,060.00	8.00	390,040.00
65.	_Maintenance Gravel, Modified	375	Ton	11.00	4,125.00	32.00	12,000.00	20.00	7,500.00
66.	Dr Structure Cover, Adj, Case 2	79	Ea	475.00	37,525.00	375.00	29,625.00	550.00	43,450.00
67.	Dr Structure, Adj, Add Depth	29	Ft	267.00	7,743.00	250.00	7,250.00	500.00	14,500.00
68.	Dr Structure, Top, 6 inch	127	Ea	102.00	12,954.00	250.00	31,750.00	600.00	76,200.00
69.	_Dr Structure Cover, Catch Basin	65	Ea	795.00	45,690.00	425.00	27,625.00	550.00	35,750.00
70.	_Dr Structure Cover, Gate Well	3	Ea	495.00	1,485.00	475.00	1,425.00	550.00	1,650.00
71.	_Dr Structure Cover, Sanitary Manhole	18	Ea	670.00	10,260.00	675.00	12,150.00	550.00	9,900.00
72.	_Dr Structure Cover, Storm Manhole	17	Ea	484.00	8,228.00	550.00	9,350.00	550.00	9,350.00
73.	_External Structure Wrap, 18 inch	18	Ea	775.00	13,950.00	450.00	8,100.00	330.00	5,940.00
74.	_Underdrain, Subgrade, 6 inch, Modified	26,510	Ft	10.80	286,308.00	14.50	384,395.00	14.00	371,140.00
75.	HMA Surface, Rem	15	Syd	23.00	345.00	7.50	112.50	10.00	150.00
76.	HMA, 13A	15	Ton	332.00	4,980.00	375.00	5,625.00	150.00	2,250.00
77.	Conc Pavt with Integral Curb, Nonreinf, 7 inch	41,810	Syd	48.30	2,019,423.00	49.50	2,069,595.00	60.00	2,508,600.00
78.	Conc Pavt with Integral Curb, Nonreinf, 9 inch	4,290	Syd	51.30	220,077.00	59.00	253,110.00	64.00	274,560.00
79.	Joint, Contraction, Cp	2,650	Ft	12.30	32,595.00	11.50	30,475.00	10.00	26,500.00



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

Item No.	Description	Estimated Quantity	Units	Florence Cement Company		Great Lakes Contracting Solutions, LLC		G.V. Cement Contracting Co.	
				51515 Corridor Shelby Township, MI 48315		2300 Edinburgh Waterford, MI 48328		20000 Dix Toledo Hwy Browstown, MI 48183	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
80.	Joint, Expansion, E2	1,192	Ft	21.00	25,032.00	20.00	23,840.00	12.00	14,304.00
81.	Joint, Expansion, E3	99	Ft	8.00	792.00	8.50	940.50	12.00	1,188.00
82.	Joint, Expansion, Erg, Modified	477	Ft	12.00	5,724.00	20.00	9,540.00	12.00	5,724.00
83.	Large Tie, Epoxy Anchored	385	Ea	6.00	2,310.00	7.50	2,887.50	4.00	1,540.00
84.	Non-Chloride Accelerator	15	Gal	8.00	120.00	10.00	150.00	200.00	3,000.00
85.	Driveway, Nonreinf Conc, 6 inch	6,295	Syd	52.80	332,376.00	45.00	283,275.00	58.00	365,110.00
86.	Driveway, Nonreinf Conc, 8 inch	100	Syd	58.40	5,840.00	57.50	5,750.00	60.00	6,000.00
87.	Driveway Opening, Conc, Det M	100	Ft	25.90	2,590.00	22.00	2,200.00	12.00	1,200.00
88.	Sidewalk Ramp, Conc, 4 inch	3,650	Sft	6.40	23,360.00	6.50	23,725.00	9.00	32,850.00
89.	Sidewalk Ramp, Conc, 6 inch	1,475	Sft	8.00	11,800.00	7.50	11,062.50	12.00	17,700.00
90.	Sidewalk, Clay Brick Pavers, Rem	15	Sft	43.00	645.00	4.50	67.50	5.00	75.00
91.	Detectable Warning Surface, Modified	180	Ft	30.20	5,436.00	40.00	7,200.00	60.00	10,800.00
92.	Sidewalk, Clay Brick Pavers, Saly	15	Sft	150.00	2,250.00	27.50	412.50	10.00	150.00
93.	Post, Mailbox	40	Ea	370.00	14,800.00	400.00	16,000.00	50.00	2,000.00
94.	Post, Mailbox, Rem, Special	10	Ea	407.00	4,070.00	450.00	4,500.00	2,000.00	20,000.00
95.	Pavt Mrg, Ovly Cold Plastic, 24 inch, Stop Bar	45	Ft	12.50	562.50	12.70	571.50	18.00	810.00
96.	Pavt Mrg, Ovly Cold Plastic, Lt Turn Arrow Sym	2	Ea	185.00	370.00	187.80	375.60	300.00	600.00
97.	Pavt Mrg, Ovly Cold Plastic, Only	4	Ea	185.00	740.00	187.80	751.20	300.00	1,200.00
98.	Pavt Mrg, Ovly Cold Plastic, Rt Turn Arrow Sym	2	Ea	185.00	370.00	187.80	375.60	300.00	600.00
99.	Pavt Mrg, Polyurea, 4 inch, White	125	Ft	0.95	118.75	0.96	120.00	8.00	1,000.00
100.	Pavt Mrg, Polyurea, 4 inch, Yellow	525	Ft	0.95	498.75	0.96	504.00	8.00	4,200.00
101.	Rem Curing Compound, for Spec Mrg	1,680	Sft	2.95	4,956.00	3.00	5,040.00	5.00	8,400.00
102.	Witness, Log, \$1,000.00	1,000	Dlr	1.00	1,000.00	1.00	1,000.00	1.00	1,000.00
103.	Recessing Pavt Mrg, Longit	650	Ft	0.95	617.50	0.96	624.00	5.00	3,250.00
104.	Sign, Type B, Temp, Prismatic, Furn	1,125	Sft	5.00	5,625.00	5.10	5,737.50	28.00	31,500.00
105.	Sign, Type B, Temp, Prismatic, Oper	1,125	Sft	0.01	11.25	0.01	11.25	28.00	31,500.00
106.	Sign, Type B, Temp, Prismatic, Special, Furn, Modified	1,125	Sft	10.00	11,250.00	10.20	11,475.00	28.00	31,500.00
107.	Sign, Type B, Temp, Prismatic, Special, Oper, Modified	1,125	Sft	0.01	11.25	0.01	11.25	28.00	31,500.00



TABULATION OF BIDS
CITY OF LIVONIA
2020 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 20-C - RECONSTRUCTION
AEW PROJECT NO. 0263-0022

				Florence Cement Company 51515 Corridor Shelby Township, MI 48315		Great Lakes Contracting Solutions, LLC 2300 Edinburgh Waterford, MI 48328		G.V. Centent Contracting Co. 20000 Dix Toledo Hwy Brownstown, MI 48183	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
108.	_Traffic Control, Major Street	1	Ea	2,712.00	2,712.00	6,000.00	6,000.00	5,500.00	5,500.00
109.	_Traffic Control, Minor Street	14	Ea	3,877.00	54,278.00	3,500.00	49,000.00	4,000.00	56,000.00
110.	Water, Sodding/Seeding	107	Unit	45.00	4,815.00	66.00	7,062.00	1,000.00	107,000.00
111.	_Surface Restoration, Hydroseeding	9,745	Syd	3.50	34,107.50	5.40	52,623.00	6.00	58,470.00
112.	Monument Preservation	15	Ea	900.00	13,500.00	915.00	13,725.00	4,000.00	60,000.00
113.	_Irrigation Pipe, Furn and Install	3,665	Ft	2.30	8,429.50	3.10	11,361.50	10.00	36,650.00
114.	_Sprinkler Head, Adj	181	Ea	8.00	1,448.00	66.00	11,946.00	10.00	1,810.00
115.	_Sprinkler Head, Furn and Install	181	Ea	35.00	6,335.00	66.00	11,946.00	10.00	1,810.00
RECONSTRUCTION - TOTAL AMOUNT BID				\$	4,839,365.50	\$	5,093,803.40	\$	5,542,386.00
Total of All Bid Prices				\$	5,563,276.40	\$	5,811,673.40	\$	6,209,490.00
CREW DAYS (200 Min)				750.00	Hr	450.00	\$ 337,500.00	250.00	\$ 187,500.00
								200.00	\$ 150,000.00

Regular Meeting of April 12, 2021

#103-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated March 5, 2021, which bears the signatures of the Director of Finance and the Director of Public Works, and is approved for submission by the Mayor, the Council does hereby agree to extend the Contract 20-C unit prices per agreement with Hard Rock Concrete, Inc., 38146 Abruzzi Drive, Westland, Michigan 48185 to the 2021 Concrete Road Repair Program (Contract 21-C), with the exception of revised unit price for bid item number 2, mobilization and the agreed upon 250 Inspector Days based on the recommendation of Anderson, Eckstein and Westrick, Inc. ("AEW"), said amount to be adjusted based upon the quantities of work actually completed, for the estimated total cost of \$4,900,000.00, based on the bid unit prices from 2020, Contract 20-C; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$4,900,000.00 for the 2021 Concrete Road Repair Program (Contract 21-C) from budgeted road funds in the following accounts:

- Account No. 204-463-818-110 (Reconstruction) \$4,315,000.00
- Account No. 204-463-818-114 (Maintenance) \$ 585,000.00

FURTHER, the Council does hereby authorize the action herein without competitive bidding in accordance with Section 3.04.140D3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from additional competitive bidding, and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract extension with the aforesaid company, approved as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution.



LETTER TO THE LIVONIA CITY COUNCIL

15.

Engineering
February 28, 2022

MEETING DATE

February 28, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE CONTRACT WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 CONCRETE ROAD PROGRAM (CONTRACT 22-C): Engineering Division, re: for same. (CR 336-21)

BACKGROUND

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021 to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we are recommending that Anderson, Eckstein and Westrick, Inc. (AEW) continue as our consultant for the 2022 Concrete Road Program. See the attached letter dated February 17, 2022 from AEW for the construction engineering services.

The estimated construction costs in the amount of \$5 million for the concrete program, which forms the basis for the Engineering contract, is shown on the attached sheet.

RECOMMENDATION

Please refer to the Fiscal Consideration section for additional information.

FISCAL CONSIDERATION

In order to proceed with these projects, it is respectfully recommended that the Council take the following actions:

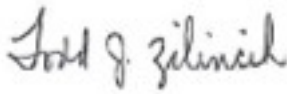
- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 in the amount of \$600,000 for Construction Engineering for the 2022 Concrete Road Program. These amounts are based on construction cost estimates and may be adjusted based on final quantities constructed.
- Authorize an expenditure in the amount of \$600,000 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.

- Authorize the City Engineer to approve minor adjustments in the work, as required.

ATTACHMENTS

1. S022822 2022 CONCRETE ROAD MAINT SEL SLAB PROGRAM AEW CONTRACT 22-J MINUTES
2. AEW Professional Services Proposal for CE for Contract 22-C
3. CR 336-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 17, 2022



Don Rohraff, Director of Public Works

Date: February 18, 2022



Michael Slater, Finance Director

Date: February 18, 2022=



Maureen Miller Brosnan, Mayor

Date: February 18, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

15

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

16. REQUEST TO AMEND THE CONTRACT WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 CONCRETE ROAD PROGRAM (CONTRACT 22-C): Engineering Division, re: for same. (CR 336-21).

Todd Zilincik, City Engineer, presented the request to Council. He indicated that Ross Wilberding was in the audience to represent AEW.

Kathleen McIntyre offered an approving resolution for the Consent Agenda. Kathleen indicated this is from budgeted funds and is happy with the work of AEW.

DIRECTION:	APPROVING	CONSENT
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ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

February 17, 2022

Todd Zilincik, P.E.
City Engineer
City of Livonia
12973 Farmington Road
Livonia, Michigan 48150

Reference: **Proposal for Professional Services- Construction Engineering**
2022 Concrete Road Program: 22-C Reconstruction
City of Livonia

Dear Mr. Zilincik:

Thank you for considering our firm to provide engineering services on the project referenced above. The enclosed Exhibit A, "Project Specific Scope of Services, Project Schedule, Payments to Consultant," has been prepared for this project in accordance with the Professional Services Contract between the City of Livonia and Anderson, Eckstein and Westrick, Inc. Please let us know if you have any questions regarding the enclosed exhibit.

We thank you once again for the opportunity to work with the City of Livonia on this outstanding Road Program.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Scott Lockwood, Exec. Vice President

Enclosure: Exhibit A

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EXHIBIT A

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

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

Project Title: **2022 Concrete Road Repair Program, Construction
Engineering Services for Contract 22-C**

This is an exhibit to the contract dated November 22, 2021 pursuant to Council Resolution No. 336-21 between the City of Livonia, and Anderson, Eckstein, and Westrick, Inc. (AEW), whose address is 51301 Schoenherr, Shelby Twp., Michigan 48315.

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

A. SCOPE OF SERVICES, INCLUDING MATERIAL QUALITY CONTROL PROGRAM

The CONSULTANT is requested to provide construction engineering services for the 2022 Concrete Road Repair Program, Contract 22-C. The road sections to be included in this project are as follows:

Reconstruction:

Street	From	To
Brentwood Avenue	Pembroke Avenue	Eight Mile Road
Ellen Drive	Morlock Avenue	Eight Mile Road
Bennett Avenue	Westbrook Avenue	Parklane Drive
Wood Drive	265' W of Fairlane Drive	Fairlane Drive
Sussex Street	Fitzgerald Street	Ladywood Road
Wood Drive	Park Drive	Ronnie Lane
Richfield Avenue	160' South of Jamison	210' North of Jamison
Jamison Avenue	West End	Country Club Drive
Eastbound Lyndon Ave	Stark Road	Farmington Road
Jamison/Berwick Intersection	N/A	N/A
Beatrice Avenue	Oakview Avenue	Lori Avenue
Jacquelyn Avenue	Oakview Avenue	175' N of Jacquelyn Avenue
Oakview Avenue	Jacquelyn Avenue	Middlebelt Road
Brentwood Drive	Meadowlark Street	260' N of Meadowlark Street
Jacquelyn Avenue	Alexander Street	Brentwood Drive
EB Schoolcraft Service Drive	450' W of Merriman Road	Merriman Road
Graytona Avenue	Surrey Avenue	Farmington Road
Industrial Road	Wayne Road	Fairlane Avenue
Surrey Avenue	200' S of Graytona Avenue	200' N of Graytona Avenue
NB Wayne Road	Glendale Avenue	Industrial Road
Perrin Drive	Joy Road	Olson Avenue

Planned Preventative Maintenance: None

SCOPE OF CONSTRUCTION ENGINEERING SERVICES:

The Construction Engineering Services to be provided for this project shall include the following:

1. **Contract Administration Services** includes the preparation of monthly progress pay estimates, to be submitted to the CITY in accordance with an agreed upon pay estimate schedule. Pay estimates will be prepared by the CONSULTANT, based on the CONSULTANT's estimated and measured field quantities as recorded in the Construction Observer's Daily Reports. This service will also include assisting the CITY to resolve contractor project claims for extra compensation and contract document interpretation. The CONSULTANT will also review the Contractor's proposed project schedule, to monitor compliance with the approved contract documents. The CONSULTANT will prepare the final pay estimate and balancing change order and submit to the contractor along with a request closeout documents as outlined in the Contract Documents. The CONSULTANT will review the partially executed final pay estimate and balancing change order as well as all final closeout documents prior to forwarding to the CITY for execution. Complaint resolution services are included as part of this task, and will include the preparation of a complaint log with the issue followed to disposition in the best interest of the CITY.
2. **Construction Staking Services** provided during the construction phase shall consist of the required staking for line and elevation of specific contract items such as pavement replacement for long areas (over 400 feet) or total reconstruction, and curb and gutter replacement when over 400 feet in length or the entire pavement section on reconstruction projects. The existing pavement will be surveyed prior to total removal so that the high points and low points can be re-established and necessary corrections made to specific problem areas that were not properly draining. Staking will be at a minimum of 50-foot intervals and includes the top of curb grade only. Offsets will be discussed with the contractor.
3. **Construction Observation Services** shall consist of documenting the Contractor's work and progress. Construction Observer's Daily Reports will be prepared documenting pay item quantities and the general work progress of the day. The Construction Observer will also perform Quality Assurance checks of line and grade for compliance with the survey stakes. The on-site Construction Observer will compel the contractor to resolve citizen complaints on a daily basis, which may arise during the course of construction. The Construction Observer will also interact with the Contractor's on-site supervisory personnel. The CONSULTANT's Construction Observer will notify the Contractor and document when work is in non-compliance.
4. **Project Oversight** shall consist of supervision by the CONSULTANT's Project Manager or Construction Observation personnel. This service will include processing the review of shop drawings as required in the contract documents, and providing assistance for the resolution of construction issues, which may arise during the project construction phase of the project. These services also include providing recommendations to the CITY regarding construction claims for extra compensation from the Contractor. The CONSULTANT will negotiate and prepare change orders as required. The CONSULTANT will encourage the Contractor to

provide prompt citizen complaint resolution, review of project progress for compliance with approved schedule and provide recommendations to the CITY for penalties and/or changes to the Contract.

The CONSULTANT will coordinate the efforts of the material testing sub-consultant and review materials testing reports to assure compliance with the contract documents and will provide appropriate recommendations to the CITY. The CONSULTANT will lead the preconstruction meeting and progress meetings. The CONSULTANT will review and draft resident notices to be hand delivered by the Contractor. The CONSULTANT will participate in other CITY initiated resident communication.

The CONSULTANT will attend up to four Public Informational Meetings with CITY Staff, to meet with residents to review the approved construction program and the approved traffic control program, and discuss the anticipated impacts.

B. PROJECT SCHEDULE:

Construction is anticipated to begin in April and completed by November 2021.

C. PAYMENTS TO CONSULTANTS

The CONSULTANT will be paid at the attached hourly rates with a not to exceed amount based on Attachment A, Engineering Fees by Construction Value and Type of Project. Fees are based on a construction amount of \$5,000,000. Fees shall not exceed \$600,000 without prior approval from City Council for Construction Engineering (CE).

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

In the Presence of:

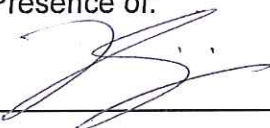
CITY OF LIVONIA, a Michigan
Municipal Corporation

By: _____
Maureen Miller Brosnan, Mayor

By: _____
Susan M. Nash, City Clerk

In the Presence of:

Anderson, Eckstein and Westrick



By: 
Scott P. Lockwood, P.E.

Ross Wilberding

Its: Executive Vice President

Approved:

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, P.E.
City Engineer

Pursuant to Council Resolution:

Approved:

No.: _____

Michael Slater
Director of Finance

Adopted on: _____

Approved as to form:

Paul A. Bernier
Department of Law

CITY OF LIVONIA 2022 CONCRETE PROGRAM

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 163.60
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	150.30
LICENSED ENGINEER / SURVEYOR / ARCHITECT	136.10
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	112.40
TEAM LEADER	112.40
ENGINEERING AIDE III	93.10
ENGINEERING AIDE II	87.40
ENGINEERING AIDE I	81.50
ENGINEERING AIDE TRAINEE	69.80
SECRETARIAL (Special Projects)	44.20
SURVEY FIELD (3 PERSON CREW)	227.00
SURVEY FIELD (2 PERSON CREW)	197.90
SURVEY FIELD (1 PERSON CREW)	151.40
CONFINED SPACE ENTRY CREW (2 PERSON)	244.40
DATA COLLECTOR (SURVEY CREW)	30.30
GPS SURVEY EQUIPMENT	74.50

Regular Minutes of November 22, 2021

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said street is accepted into the City's local street system and is located within a right-of-way under the control of the City of Livonia and that said street was open to the public as of December 31, 2021.

#336-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 26, 2021, submitted pursuant to Council Resolution No. 365-16, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, requesting to extend the Qualification-Based Selection (QBS) contracts with OHM Advisors, Hubbell, Roth and Clark, Inc., Spalding Dedecker Associates, Inc. and Anderson, Eckstein and Westrick, Inc., for a period of five (5) years, for future proposals relating to professional engineering consulting services, the Council does hereby accept the proposal to extend the qualification based-selection (qbs) contracts with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Hubbell, Roth and Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48303-0824, Spalding Dedecker Associates, Inc., 905 South Boulevard East, Rochester Hills, MI 48307-5358, and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, for a five (5) year period ending November 30, 2026, to perform Professional Engineering Services on various Federal, State and Locally funded roads, bridges, storm sewers, sanitary sewers, water mains, traffic signal modernization and pedestrian signal upgrades and other related projects; FURTHER, the Mayor and City Clerk are hereby authorized to execute contracts for and on behalf of the City of Livonia with the aforesaid companies and to do all other things necessary or incidental to the full performance of this resolution; and all QBS contracts based on scope and contract amount for each future individual project will be brought before the City Council for funding approval.

#337-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 29, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, the Council does hereby approve the proposed 2022 Road Repair Program as proposed by the Department of Public Works and as reviewed by the Citizens Advisory Committee on Roads for the tenth year of the ten-year road paving millage approved by Livonia residents, as shown in the attachment to that report.

#338-21 WHEREAS, the Mayor and City Council of the City of Livonia believe quality roads are a vital part of any community; and

WHEREAS, the City of Livonia has a Citizens Advisory Committee on Roads which identifies City streets most in need of repair in order to



LETTER TO THE LIVONIA CITY COUNCIL

16.

Engineering
February 28, 2022

MEETING DATE

February 28, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE 2022 CONCRETE ROAD MAINTENANCE/SELECTIVE SLAB PROGRAM BY EXTENDING CONTRACT 21-J UNIT PRICES WITH GREAT LAKES CONTRACTING SOLUTIONS, LLC: Engineering Division, re: for Contract 22-J in the amount of \$837,903.62 for one year. (CR 106-21)

BACKGROUND

Based upon the recommendation for scheduled maintenance in the Pavement Management Study, the Department of Public Works established a Concrete Road Maintenance/Selective Slab Program for 2022.

Previously in 2021, Anderson, Eckstein and Westrick, Inc. (AEW) provided plans and specifications for Contract 21-J. The bids for the subject project were taken on February 18, 2021, with six (6) bids being submitted. Great Lakes Contracting Solutions, LLC was the lowest responsive qualified bidder and awarded the contract (CR #106-21) in the amount of \$844,815.77. This year, in order to hold down costs, Great Lakes Contracting Solutions, LLC was approached concerning their willingness to extend their 21-J unit prices for the 2022 Concrete Road Maintenance/Selective Slab Program. Great Lakes Contracting Solutions, LLC agreed to the extension and has submitted the attached bid.

AEW has checked the references of Great Lakes Contracting Solutions, LLC and is familiar with their prior work. AEW is recommending the extension based on 2021 Contract Prices to this contractor (see attached letter dated February 17, 2022).

RECOMMENDATION

Please refer to Fiscal Consideration section for additional information.

FISCAL CONSIDERATION

In order to proceed with this project, we recommend that the Council take the following actions:

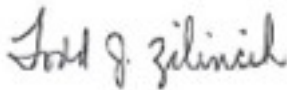
- Waive the formal bidding process under Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding.

- Extend the Contract 21-J unit prices for the 2022 Concrete Road Maintenance/Selective Slab Program, Contract 22-J and award a contract in the amount of \$837,903.62 to the Great Lakes Contracting Solutions, LLC. The award should be on the basis of the bid unit prices from 2021, Contract 21-J based on AEW's recommendation, said amount to be adjusted based upon the quantities of work actually completed.
- Authorize an expenditure in the amount of \$837,903.62 for the 2022 Concrete Road Maintenance/Selective Slab Program, Contract 22-J from budgeted road funds in Account Number 204-463-818-114 (Maintenance).
- Authorize the City Engineer to approve minor adjustments in the work, as required.

ATTACHMENTS

1. S022822 2022 CONCRETE ROAD MAINT SEL SLAB PROGRAM GLC Contract 21-J MINUTES
2. AEW Recommendation Letter for 21-J Unit Prices Extension for 22-J Great Lakes
3. Great Lakes Bid Form for 22-J
4. CR 106-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 18, 2022



Don Rohraff, Director of Public Works

Date: February 18, 2022



Michael Slater, Finance Director

Date: February 18, 2022=



Paul Bernier, City Attorney

Date: February 18, 2022



Date: February 18, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

16.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

17. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE 2022 CONCRETE ROAD MAINTENANCE/SELECTIVE SLAB PROGRAM BY EXTENDING CONTRACT 21-J UNIT PRICES WITH GREAT LAKES CONTRACTING SOLUTIONS, LLC: Engineering Division, re: for Contract 22-J in the amount of \$837,903.62 for one year. (CR 106-21).

Todd Zilincik, City Engineer, presented the request to Council. He indicated the only difference is the mobilization cost changed in this contract. They are going out to various areas of the city rather than a concentrated area.

Scott Bahr offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

February 17, 2022

Todd Zilincik, P.E., City Engineer
City of Livonia
12973 Farmington Road
Livonia, Michigan 48150

Reference: **Extension of 2021 Concrete Road Maintenance Program (21-J)**
2022 Concrete Road Maintenance Program (22-J)
AEW Project No. 0263-0030

Dear Mr. Zilincik:

We understand Great Lakes Contracting Solutions has requested to extend their 2021 contract unit prices for the proposed 2022 Concrete Road Maintenance Program.

Our office has bid programs of similar size and Great Lakes Contracting Solution's prices are below prices for similar projects in nearby communities. With inflation rates at their current levels affecting material, labor and fuel costs, prices in the industry are expected to continue rising significantly. Additionally, Great Lakes Contracting Solution's bid from 2021 was over \$80,000 below the next lowest bidder.

We have worked with Great Lakes Contracting Solutions multiple times in Livonia as well as many neighboring communities and are satisfied with their past performance. We do not believe any benefit will accrue to the City by seeking further competitive bids. Therefore, we recommend the city award a contract extension for the 2022 Concrete Road Maintenance Program (22-J) to Great Lakes Contracting Solutions.

If you have any questions or need additional information, please advise.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Scott Lockwood, PE

cc: Don Rohraff, Director of Public Services

M:\0263\0263-0030\Gen\Letters\recaward for unit price extension.docx

BID FORM
CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-J
MAINTENANCE
AEW Project No. 0263-0030

BID SUBMITTED BY: Great Lakes Contracting Solutions, LLC

Company Name

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Article 9 – Bid Submittal.....	7

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City Clerk
City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that the Owner's decision to proceed with the Project is subject to Owner's determination that all legal, financial and grant approvals, conditions and requirements have been received or met and the funding necessary to complete the project is in hand, and that if all of the foregoing has not been received, the Owner may elect not to proceed with the project in which case no bidder shall have a claim of any kind in contract, tort, equity or otherwise, against the Owner.
- L. Bidders acknowledge that Owner retains the unrestricted right not to proceed with the project and to reject all Bids received. In either case, Owner shall not be liable to any Bidder under any theory including contract, tort, equity or otherwise.
- M. Bidder acknowledges that the unexpected presence and location of existing underground utilities and resulting conflicts with such utilities are ordinarily encountered and generally recognized as inherent in subsurface sewer and appurtenant work in areas that have been previously developed.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): (SEE NEXT PAGE):**

CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-J
MAINTENANCE
AEW PROJECT NO. 0263-0030

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
GENERAL					
1.	Mobilization	1	LS	\$ 46,800.00	\$ 46,800.00
2.	_ Tree, Rem, 6 inch to 18 inch, Modified	1	Ea	255.00	255.00
3.	_ Tree, Rem, 19 inch to 36 inch, Modified	17	Ea	1,120.00	19,040.00
4.	_ Tree, Rem, 37 inch or Larger, Modified	1	Ea	1,980.00	1,980.00
5.	_ Stump and Root Rem and Regrade, 6 inch to 18 inch	1	Ea	430.00	430.00
6.	_ Stump and Root Rem and Regrade, 19 inch to 36 inch	17	Ea	525.00	8,925.00
7.	_ Stump and Root Rem and Regrade, 37 inch or larger	1	Ea	525.00	525.00
8.	_ Geogrid	250	Syd	8.00	2,000.00
9.	HMA, 13A	20	Ton	275.00	5,500.00
10.	_ Surface Restoration, Seeding	250	Syd	6.60	1,650.00
11.	_ Surface Restoration, Sodding	250	Syd	9.65	2,412.50
12.	_ Audio Visual Record of Construction Area	1	LS	5,050.00	5,050.00
MAINTENANCE					
13.	Sidewalk, Rem	84	Syd	\$ 9.50	\$ 798.00
14.	_ Driveway, Rem	149	Syd	9.50	1,415.50
15.	_ Subgrade Undercutting, Type II, Modified	310	Cyd	40.00	12,400.00
16.	_ Subgrade Undercutting, Type II, Special	310	Cyd	45.00	13,950.00
17.	_ Erosion Control, Inlet Protection, Siltsack	20	Ea	75.00	1,500.00
18.	_ Aggregate Base, 6 inch, Modified	2,305	Syd	11.00	25,355.00
19.	Dr Structure Cover, Adj, Case 2	30	Ea	365.50	10,965.00
20.	Dr Structure, Adj, Add Depth	15	Ft	150.00	2,250.00

CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-J
MAINTENANCE
AEW PROJECT NO. 0263-0030

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
21.	Dr Structure, Tap, 6 inch	49	Ea	100.00	4,900.00
22.	_ Dr Structure Cover, Catch Basin	28	Ea	420.00	11,760.00
23.	_ Dr Structure Cover, Gatewell	2	Ea	450.00	900.00
24.	_ Dr Structure Cover, Sanitary Manhole	6	Ea	520.00	3,120.00
25.	_ Dr Structure Cover, Storm Manhole	6	Ea	540.00	3,240.00
26.	_ External Structure Wrap, 18 inch	6	Ea	425.00	2,550.00
27.	_ Underdrain, Subgrade, 6 inch, Modified	1,980	Ft	14.00	27,720.00
28.	Joint, Expansion, E2	34	Ft	15.40	523.60
29.	Joint, Expansion, E3	205	Ft	12.00	2,460.00
30.	_ Joint, Expansion, Erg, Modified	6	Ft	9.25	55.50
31.	Lane Tie, Epoxy Anchored	5,523	Ea	5.50	30,376.50
32.	Pavt Repr, Nonreinf Conc, 7 inch	9,391	Syd	45.25	424,942.75
33.	Pavt Repr, Rem	9,391	Syd	9.50	89,214.50
34.	Driveway, Nonreinf Conc, 6 inch	154	Syd	43.50	6,699.00
35.	Sidewalk Ramp, Conc, 4 inch	436	Sft	5.00	2,180.00
36.	Sidewalk Ramp, Conc, 6 inch	292	Sft	6.00	1,752.00
37.	_ Detectable Warning Surface, Modified	15	Ft	35.00	525.00
38.	Sign, Type B, Temp, Prismatic, Furn	6	Sft	5.00	30.00
39.	Sign, Type B, Temp, Prismatic, Oper	6	Sft	0.01	0.06
40.	_ Sign, Type B, Temp, Prismatic, Special, Furn, Modified	6	Sft	10.15	60.90
41.	_ Sign, Type B, Temp, Prismatic, Special, Oper, Modified	6	Sft	0.01	0.06
42.	_ Traffic Control, Minor Street	5	Ea	800.00	4,000.00
43.	_ Traffic Control, Misc. Location	25	Ea	650.00	16,250.00
44.	Water, Sodding/Seeding	86	Unit	66.00	5,676.00
45.	_ Surface Restoration, Hydroseeding	3,000	Syd	6.55	19,650.00
46.	Monument Preservation	6	Ea	913.50	5,481.00

**CITY OF LIVONIA
2022 CONCRETE ROAD REPAIR PROGRAM
CONTRACT 22-J
MAINTENANCE
AEW PROJECT NO. 0263-0030**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
47.	_ Irrigation Pipe, Furn and Install	765	Ft	3.55	2,715.75
48.	_ Sprinkler Head, Adj	60	Ea	66.00	3,960.00
49.	_ Sprinkler Head, Furn and Install	60	Ea	66.00	3,960.00
Total of all Bid Prices (1 – 49)					\$ 837,903.62

Crew Days (60 Days Min.) 60 Days \$ 750 \$ 45,000.00

Total of All Bid Prices, Including Crew Days \$ 882,903.62

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and Final Payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before August 16, 2022 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General conditions on or before August 30, 2022.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Preliminary Progress Schedule; and
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Great Lakes Contracting Solutions, LLC

By: *[Signature]*

[Printed name] Philip A. Sakalian

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Title: Owner/Member

Attest: *[Signature]*

[Printed name] Tom Wall

Submittal Date: 2/18/2022

Address for giving notices:

2300 Edinburgh Road

Waterford, Michigan 48328

Telephone Number: 313-962-0400/Tom Wall, Cell: 248-838-8699

Fax Number: 313-962-0404

Contact Name and e-mail address: Tom Wall: tom@greatlakescont.com

Bidder's License No.: State of Michigan - 801536634
(where applicable)

Department of Law, and to do all other things necessary or incidental to the full performance of this resolution.

#106-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated March 8, 2021, submitted pursuant to Council Resolution 365-16, adopted on September 19, 2016, which bears the signatures of the Director of Finance, the Director of Public Works and the City Attorney, and is approved for submission by the Mayor, to which is attached a proposed amendment to the Engineering contract between the City of Livonia and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 for construction engineering services for the 2021 Concrete Road Maintenance/ Selective Slab Program (Contract 21-J), the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached contract amendment between the City of Livonia and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 to provide construction engineering services for the 2021 Concrete Road Maintenance/Selective Slab Program (Contract 21-J), in an amount not to exceed \$105,602.00, said amount being based on the preliminary cost estimates and subject to adjustment based on the actual bids; FURTHER, the aforesaid proposal is accepted without competitive bidding pursuant to Livonia Code of Ordinances Section 3.04.140.D.2.b; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$105,602.00 from funds budgeted in Account No. 204-441-818-102 (Road, Sidewalk and Tree Fund) for this purpose; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties.

#107-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated March 10, 2021, which bears the signatures of the Director of Finance and the Director of Public Works, and is approved for submission by the Mayor, the Council does hereby accept the unit price bid of Michigan Joint Sealing, Inc., 28830 W. Eight Mile Road, Suite 103, Farmington Hills, MI 48336, for performing all work required in connection with the 2021 Pavement Crack and Joint Sealing Program (Contract 21-D) for the estimated total cost of \$165,230.50; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$105,230.50 from funds budgeted in Account No. 203-463-818-117 (Local Roads) and \$60,000.00 from funds budgeted in Account No. 202-463-818-117 (Major Roads) for this purpose; FURTHER, the Council does hereby authorize a transfer of budgeted funds in an amount not to exceed \$10,000.00 from Account No. 202-463-818-118 (Lane Line Marking) to Account No. 203-463-181-117 (Joint and Crack Sealing) for this purpose; FURTHER, the foregoing amounts are based upon the Engineering Division's estimate of units involved, and are subject



LETTER TO THE LIVONIA CITY COUNCIL

17.

Engineering
February 28, 2022

MEETING DATE

February 28, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE CONTRACT WITH ANDERSON, ECKSTEIN AND WESTRIK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 CONCRETE ROAD MAINTENANCE/SELECTIVE SLAB PROGRAM (CONTRACT 22-J): Engineering Division, re: for same. (CR 336-21)

BACKGROUND

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021 to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we are recommending that Anderson, Eckstein and Westrick, Inc. (AEW) continue as our consultant for the 2022 Concrete Road Maintenance/Selective Slab Program (Contract 22-J). See the attached letter dated February 17, 2022 from AEW for the construction engineering services.

The estimated construction costs in the amount of \$837,903.62 for the concrete maintenance/selective slab program, which forms the basis for the Engineering contract, is shown on the attached sheet.

RECOMMENDATION

Please refer to the Fiscal Consideration section for additional information.

FISCAL CONSIDERATION

In order to proceed with these projects, it is respectfully recommended that the Council take the following actions:

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 in the amount of \$100,539 for Construction Engineering for the 2022 Concrete Road Maintenance/Selective Slab Program (Contract 22-J). These amounts are based on construction cost estimates and may be adjusted based on final quantities constructed.

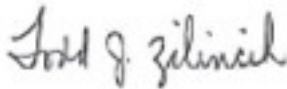
- Authorize an expenditure in the amount of \$100,539 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.

- Authorize the City Engineer to approve minor adjustments in the work, as required.

ATTACHMENTS

1. S022822 2022 CONCRETE ROAD MAINT SEL SLAB PROGRAM AEW CONTRACT 22-J MINUTES
2. AEW Professional Services Proposal for CE for Contract 22-J
3. CR 336-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 18, 2022



Don Rohraff, Director of Public Works

Date: February 18, 2022



Michael Slater, Finance Director

Date: February 18, 2022

Paul Bernier, City Attorney

Date: February 18, 2022



Date: February 18, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

17.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

18. REQUEST TO AMEND THE CONTRACT WITH ANDERSON, ECKSTEIN AND WESTRIK, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 CONCRETE ROAD MAINTENANCE/SELECTIVE SLAB PROGRAM (CONTRACT 22-J): Engineering Division, re: for same. (CR 336-21).

Todd Zilincik, City Engineer, presented the request to Council. He indicated that Ross Wilberding was in the audience to represent AEW.

Rob Donovic offered an approving resolution for the Consent Agenda.

DIRECTION:

APPROVING

CONSENT



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

51301 Schoenherr Road, Shelby Township, MI 48315
586.726.1234 | www.aewinc.com

February 17, 2022

Todd Zilincik, P.E.
City Engineer
City of Livonia
12973 Farmington Road
Livonia, Michigan 48150

Reference: **Proposal for Professional Services- Construction Engineering**
2022 Concrete Road Program: 22-J Maintenance
City of Livonia

Dear Mr. Zilincik:

Thank you for considering our firm to provide engineering services on the project referenced above. The enclosed Exhibit A, "Project Specific Scope of Services, Project Schedule, Payments to Consultant," has been prepared for this project in accordance with the Professional Services Contract between the City of Livonia and Anderson, Eckstein and Westrick, Inc. Please let us know if you have any questions regarding the enclosed exhibit.

We thank you once again for the opportunity to work with the City of Livonia on this outstanding Road Program.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Scott Lockwood, Exec. Vice President

Enclosure: Exhibit A

M:\0263\0263-0000\Contracts\Livonia 2022 Concrete Program\Livonia 2022 Concrete Program 22-J Maintenance Construction Engineering CvrLtr.docx

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

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

Project Title: **2022 Concrete Road Repair Program, Construction
Engineering Services for Contract 22-J**

This is an exhibit to the contract dated November 22, 2021 pursuant to Council Resolution No. 336-21 between the City of Livonia, and Anderson, Eckstein, and Westrick, Inc. (AEW), whose address is 51301 Schoenherr, Shelby Twp., Michigan 48315.

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

A. SCOPE OF SERVICES, INCLUDING MATERIAL QUALITY CONTROL PROGRAM

The CONSULTANT is requested to provide construction engineering services for the 2022 Concrete Road Program for maintenance and selective slab work. The roads to be included in the program are as follows:

Planned Preventative Maintenance:

Street	From	To
Caliburn Drive	Glastonbury	Newburgh Road
Seven Mile Service Drive	120' W of Parklane	140' E of Parklane
Pickford Court	West End	Wayne Road
Rayburn Avenue	Middlebelt Road	Garden
Riverside Drive	Perth	Perth
DPW- 25 Miscellaneous Locations	Sect 3,4,9,11,17,19,20,22,24,	31,32,35&36

SCOPE OF CONSTRUCTION ENGINEERING SERVICES:

The Construction Engineering Services to be provided for this project shall include the following:

1. **Contract Administration Services** includes the preparation of monthly progress pay estimates, to be submitted to the CITY in accordance with an agreed upon pay estimate schedule. Pay estimates will be prepared by the CONSULTANT, based on the CONSULTANT's estimated and measured field quantities as recorded in the Construction Observer's Daily Reports. This service will also include assisting the CITY to resolve contractor project claims for extra compensation and contract document interpretation. The CONSULTANT will also review the Contractor's proposed project schedule, to monitor compliance with the approved contract documents. The CONSULTANT will prepare the final pay estimate and balancing change order and submit to the contractor along with a request closeout documents as outlined in the Contract Documents. The CONSULTANT will review the partially

executed final pay estimate and balancing change order as well as all final closeout documents prior to forwarding to the CITY for execution. Complaint resolution services are included as part of this task, and will include the preparation of a complaint log with the issue followed to disposition in the best interest of the CITY.

2. **Construction Staking Services** provided during the construction phase shall consist of the required staking for line and elevation of specific contract items such as pavement replacement for long areas (over 400 feet) or total reconstruction, and curb and gutter replacement when over 400 feet in length or the entire pavement section on reconstruction projects. The existing pavement will be surveyed prior to total removal so that the high points and low points can be re-established and necessary corrections made to specific problem areas that were not properly draining. Staking will be at a minimum of 50-foot intervals and includes the top of curb grade only. Offsets will be discussed with the contractor.
3. **Construction Observation Services** shall consist of documenting the Contractor's work and progress. Construction Observer's Daily Reports will be prepared documenting pay item quantities and the general work progress of the day. The Construction Observer will also perform Quality Assurance checks of line and grade for compliance with the survey stakes. The on-site Construction Observer will compel the contractor to resolve citizen complaints on a daily basis, which may arise during the course of construction. The Construction Observer will also interact with the Contractor's on-site supervisory personnel. The CONSULTANT's Construction Observer will notify the Contractor and document when work is in non-compliance.
4. **Project Oversight** shall consist of supervision by the CONSULTANT's Project Manager or Construction Observation personnel. This service will include processing the review of shop drawings as required in the contract documents, and providing assistance for the resolution of construction issues, which may arise during the project construction phase of the project. These services also include providing recommendations to the CITY regarding construction claims for extra compensation from the Contractor. The CONSULTANT will negotiate and prepare change orders as required. The CONSULTANT will encourage the Contractor to provide prompt citizen complaint resolution, review of project progress for compliance with approved schedule and provide recommendations to the CITY for penalties and/or changes to the Contract.

The CONSULTANT will coordinate the efforts of the material testing sub-consultant and review materials testing reports to assure compliance with the contract documents and will provide appropriate recommendations to the CITY. The CONSULTANT will lead the preconstruction meeting and progress meetings. The CONSULTANT will review and draft resident notices to be hand delivered by the Contractor. The CONSULTANT will participate in other CITY initiated resident communication.

The CONSULTANT will attend up to four Public Informational Meetings with CITY Staff, to meet with residents to review the approved construction program and the approved traffic control program, and discuss the anticipated impacts.

B. PROJECT SCHEDULE:

Construction is anticipated to begin in April and completed by November 2022.

C. PAYMENTS TO CONSULTANTS

The CONSULTANT will be paid at the attached hourly rates with a not to exceed amount based on Attachment A, Engineering Fees by Construction Value and Type of Project. Fees are based on a construction amount of \$837,903.62. Fees shall not exceed \$100,548 without prior approval from City Council for Construction Engineering (CE).

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

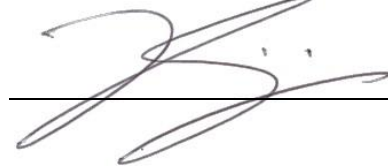
In the Presence of:

CITY OF LIVONIA, a Michigan
Municipal Corporation

By: _____
Maureen Miller Brosnan, Mayor

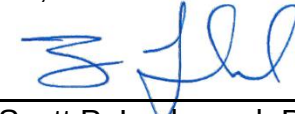
By: _____
Susan M. Nash, City Clerk

In the Presence of:



Ross T. Wilberding

Anderson, Eckstein and Westrick

By: 

Scott P. Lockwood, P.E.

Its: Executive Vice President

Approved:

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, P.E.
City Engineer

Approved:

Michael Slater
Director of Finance

Approved as to form:

Paul A. Bernier
Department of Law

Pursuant to Council Resolution:

No.: _____

Adopted on: _____

CITY OF LIVONIA 2022 CONCRETE PROGRAM

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 163.60
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	150.30
LICENSED ENGINEER / SURVEYOR / ARCHITECT	136.10
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	112.40
TEAM LEADER	112.40
ENGINEERING AIDE III	93.10
ENGINEERING AIDE II	87.40
ENGINEERING AIDE I	81.50
ENGINEERING AIDE TRAINEE	69.80
SECRETARIAL (Special Projects)	44.20
SURVEY FIELD (3 PERSON CREW)	227.00
SURVEY FIELD (2 PERSON CREW)	197.90
SURVEY FIELD (1 PERSON CREW)	151.40
CONFINED SPACE ENTRY CREW (2 PERSON)	244.40
DATA COLLECTOR (SURVEY CREW)	30.30
GPS SURVEY EQUIPMENT	74.50

Regular Minutes of November 22, 2021

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said street is accepted into the City's local street system and is located within a right-of-way under the control of the City of Livonia and that said street was open to the public as of December 31, 2021.

#336-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 26, 2021, submitted pursuant to Council Resolution No. 365-16, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, requesting to extend the Qualification-Based Selection (QBS) contracts with OHM Advisors, Hubbell, Roth and Clark, Inc., Spalding Dedecker Associates, Inc. and Anderson, Eckstein and Westrick, Inc., for a period of five (5) years, for future proposals relating to professional engineering consulting services, the Council does hereby accept the proposal to extend the qualification based-selection (qbs) contracts with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Hubbell, Roth and Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48303-0824, Spalding Dedecker Associates, Inc., 905 South Boulevard East, Rochester Hills, MI 48307-5358, and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, for a five (5) year period ending November 30, 2026, to perform Professional Engineering Services on various Federal, State and Locally funded roads, bridges, storm sewers, sanitary sewers, water mains, traffic signal modernization and pedestrian signal upgrades and other related projects; FURTHER, the Mayor and City Clerk are hereby authorized to execute contracts for and on behalf of the City of Livonia with the aforesaid companies and to do all other things necessary or incidental to the full performance of this resolution; and all QBS contracts based on scope and contract amount for each future individual project will be brought before the City Council for funding approval.

#337-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 29, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, the Council does hereby approve the proposed 2022 Road Repair Program as proposed by the Department of Public Works and as reviewed by the Citizens Advisory Committee on Roads for the tenth year of the ten-year road paving millage approved by Livonia residents, as shown in the attachment to that report.

#338-21 WHEREAS, the Mayor and City Council of the City of Livonia believe quality roads are a vital part of any community; and

WHEREAS, the City of Livonia has a Citizens Advisory Committee on Roads which identifies City streets most in need of repair in order to



LETTER TO THE LIVONIA CITY COUNCIL

18.

Planning
February 28, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE THE 2022–2027 CAPITAL IMPROVEMENTS PROGRAM: Planning Commission, re: submitted pursuant to State law, to be used as a guide to funding priority capital projects.

BACKGROUND

RECOMMENDATION

At the 1,183rd Public Hearing and Regular Meeting held by the City Planning Commission on February 8, 2022, the following resolution was unanimously adopted:

WHEREAS, pursuant to the Michigan Planning Enabling Act, P.A. 33 of 2008, as amended, the City of Livonia Planning Commission is responsible for the preparation of a Capital Improvements Program for the ensuing six years; and

WHEREAS, the 2022 - 2027 Capital Improvements Program, prepared through a joint effort of several City departments, has been submitted to the City Planning Commission for consideration; and

WHEREAS, a duly noticed City Planning Commission public meeting was held on February 8, 2022; and

WHEREAS, the Capital Improvements Program presents a realistic program to aid in the determination of a complete fiscal planning strategy for the City of Livonia; and

WHEREAS, the City Planning Commission stands ready to do all things necessary to cooperate with the Mayor and City Council in maintaining a functioning program of capital improvements and capital budgeting for the City of Livonia; therefore

BE IT RESOLVED, the City Planning Commission hereby adopts the 2022 - 2027 Capital Improvements Program; and

BE IT RESOLVED, that the City Planning Commission recommends the City Council adopt this Capital Improvements Program and use it as a guide for funding priority capital projects.

FISCAL CONSIDERATION

ATTACHMENTS

1. S022822 2022-2027 CIP MINUTES
2. 2022-2027_CIP_E COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development
Director

Date: February 14, 2022



Maureen Miller Brosnan, Mayor

Date: February 14, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

18.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

19. REQUEST TO APPROVE THE 2022–2027 CAPITAL IMPROVEMENTS PROGRAM: Planning Commission, re: submitted pursuant to State law, to be used as a guide to funding priority capital projects.

Mark Taormina, Planning and Economics Director, presented the request to Council. He stated they used a different approach to this plan. The data was compiled using a relational database program in Access and storing the information in Cloud-based systems. This will allow a living document to be updated and available at any time. Data can be queried.

Rob Donovic asked for a breakdown of the cost of each of the eight major projects. Mark Taormina responded that those would be significant improvement projects that would fall under that building category. Anyone can go to the app and filter the data and show everything that falls under the building category.

Kathleen McIntyre asked if this was available to look at. Mark Taormina referenced the report provided in CivicClerk with a link that provides data that will be updated from time to time when a change is made by each department. The change will appear on that web-based file. Kathleen asked if this was maintained by the Planning office and Mark confirmed.

Kathleen McIntyre offered an approving resolution for the Consent Agenda asking to pass along a thank you to the Planning Department for this project.

DIRECTION:

APPROVING

CONSENT

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 4

2022 - 2027 Capital Improvements Program (CIP)

February 1, 2022: Study Meeting:

This agenda item involves consideration of the City's six-year Capital Improvements Program. (CIP). Like previous capital improvement plans, the 2022 thru 2027 CIP incorporates recommendations from each of the various city departments responsible for planning and overseeing significant capital improvements. It provides a schedule of anticipated public capital expenditures over a six-year period, beginning in 2022 and ending in 2027. Included with each entry is a brief description of the capital improvement, the City department responsible for overseeing the capital improvement, the year(s) implementation is anticipated, the location, annual cost, primary funding source(s), total project cost, city share of the total cost, project status, priority ranking, and area benefited.

A new approach was used to create the 2022 – 2027 CIP. Instead of compiling the data from each department and combining it into a single, detailed spreadsheet, the information was entered using a relational database program and stored on SharePoint – a cloud-based content management platform ([2022-2027 CIP](#)). There are several benefits of doing it this way. First, using a database program allows the information to be stored, manipulated, and retrieved more efficiently and effectively. Linking and cross-referencing the data in tables facilitates searchability, organization and reporting. Depending on the purpose and the desired information, queries can be easily customized, saving significant time. Moreover, it allows the CIP to become a “living” document since the data can be updated at any time and instantly available.

The CIP includes certain recurring capital expenditures, such as work vehicles and often-used equipment, as well as large, physical improvements such as water and sewer projects, new building construction and renovation projects, road and parking lot paving, and parks and recreation facilities. Data collection was completed in late 2021. Currently, the 2022 – 2027 CIP has 422 entries with a total estimated City cost of approximately \$268 million. Below is a breakdown of the costs for each of the eight (8) major capital project categories:

1) Building	110 entries	\$95.0M
2) Equipment	113 entries	\$17.2M
3) Land Improvement	28 entries	\$20.4M
4) Paving	54 entries	\$53.2M
5) Technology	70 entries	\$3.9M
6) Vehicle	30 entries	\$20.2M
7) Water & Sewer	10 entries	\$32.9M
8) Other	8 entries	\$25.4M

MISCELLANEOUS

ITEM 4 Capital Improvements Program 2022 - 2027

Page 2

Under the Building category, the largest five (5) projects are: 1) construction of a new police headquarters facility (\$40M); 2) alternatively, renovations the current police headquarters and complex (\$20M); 3) construction of a new senior center (\$7M); 4) renovations to the Kirksey Recreation Center (\$5M); and 5) repurposing the former DPW administration building (\$2M).

Similarly, the top five (5) Equipment cost items are: 1) replacement of in-car Police and portable radios (\$1.9M over 6 years); 2) Police tasers and body cameras (\$1.0M over 6 years); 3) six (6) new backhoes for DPW (\$840K); 4) installation of a universally accessible play structure at Bicentennial Park (\$600K); and 5) six (6) new 15-inch brush chippers (\$540K).

Other significant projects include: 1) the annual asphalt road rehabilitation program (\$20.3M over 6 years), 2) the annual concrete road reconstruction program (\$20.3M over 6 years), 3) annual solid waste program, including refuse, recycling, yard waste and bulk items (\$19.2M over 6 years), 4) water meter replacement program to touchless technology (\$8.1M over 6 years), and 5) footing drain disconnect program (\$6M over 6 years).

The City Planning Commission is required to regularly prepare a capital improvements program of public structures and improvements pursuant to Section 125.3865 of the Michigan Planning Enabling Act (PA 33 of 2008).

February 8, 2022: Regular Meeting:

Staff Recommendation: That the Planning Commission adopt the following resolution:

WHEREAS, pursuant to the Michigan Planning Enabling Act, P.A. 33 of 2008, as amended, the City of Livonia Planning Commission is responsible for the preparation of a Capital Improvements Program for the ensuing six years; and

WHEREAS, the 2022 - 2027 Capital Improvements Program, prepared through a joint effort of several City departments, has been submitted to the City Planning Commission for consideration; and

WHEREAS, a duly noticed City Planning Commission public meeting was held on February 8, 2022; and

WHEREAS, the Capital Improvements Program presents a realistic program to aid in the determination of a complete fiscal planning strategy for the City of Livonia; and

MISCELLANEOUS

ITEM 4 Capital Improvements Program 2022 - 2027

Page 3

WHEREAS, the City Planning Commission stands ready to do all things necessary to cooperate with the Mayor and City Council in maintaining a functioning program of capital improvements and capital budgeting for the City of Livonia; therefore

BE IT RESOLVED, the City Planning Commission hereby adopts the 2022 - 2027 Capital Improvements Program; and

BE IT RESOLVED, that the City Planning Commission recommends the City Council adopt this Capital Improvements Program and use it as a guide for funding priority capital projects.

ID	DEPARTMENT	SUB-DEPARTMENT	CATEGORY	SUB-CATEGORY	DESCRIPTION	LOCATION	PRIORITY	RANK	2022	2023	2024	2025	2026	2027	PRIMARY FUNDING SOURCE	SECONDARY FUNDING SOURCE	AREA BENEFIT	TOTAL COST	CITY COST	OTHER SOURCES	Status						
22	Inspection		Building		Renovation of office space including framed walls and cubicles	City Hall	1	\$	150,000	\$	-	\$	-	\$	-	-	General Fund	General Government	\$	150,000	\$	150,000	\$	-	Funds Budgeted		
24	Finance		Other		No Capital Projects planned for 2022-2027	City Hall	5	\$	-	\$	-	\$	-	\$	-	-	General Fund	General Government	\$	-	\$	-	\$	-	Planning Stage		
25	Public Works	Engineering	Technology		Nearmap Subscription	City Hall	1	\$	7,500	\$	8,500	\$	9,500	\$	10,500	\$	12,500	General Fund	Public Works	\$	60,000	\$	60,000	\$	-	Funds Budgeted	
26	Public Works	Engineering	Technology		Civil 3D AutoCad Software and License	City Hall	2	\$	4,000	\$	4,250	\$	4,500	\$	4,750	\$	5,000	General Fund	Public Works	\$	27,750	\$	27,750	\$	-	Funds Budgeted	
27	Public Works	Engineering	Equipment		Computer Equipment, Printers, Office Supplies, Cell Phones	City Hall	2	\$	10,000	\$	12,500	\$	15,000	\$	12,500	\$	16,000	General Fund	Public Works	\$	80,000	\$	80,000	\$	-	Funds Budgeted	
28	Public Works	Engineering	Technology		GIS Editing License	City Hall	2	\$	7,500	\$	7,750	\$	8,000	\$	8,250	\$	8,500	General Fund	Public Works	\$	48,750	\$	48,750	\$	-	Funds Budgeted	
29	Public Works	Engineering	Technology		Canon TX 3000MFP Maintenance, Printer & Publishing		2	\$	7,500	\$	7,750	\$	8,000	\$	8,250	\$	8,500	General Fund	Public Works	\$	48,750	\$	48,750	\$	-	Planning Stage	
30	Police	Patrol Bureau	Vehicle		Marked police vehicles	Police Headquarters	1	\$	300,000	\$	300,000	\$	310,000	\$	310,000	\$	320,000	General Fund	Public Safety	\$	1,860,000	\$	1,860,000	\$	-	Planning Stage	
31	Police	Traffic Bureau	Vehicle		Semi-marked traffic enforcement vehicles	Police Headquarters	2	\$	100,000	\$	-	\$	110,000	\$	-	\$	120,000	General Fund	Public Safety	\$	330,000	\$	330,000	\$	-	Planning Stage	
32	Police	Patrol Bureau - Canine	Vehicle		Marked police SUV equipped for K-9	Police Headquarters	2	\$	-	\$	60,000	\$	60,000	\$	-	\$	-	General Fund	Public Safety	\$	120,000	\$	120,000	\$	-	Planning Stage	
33	Police	Intelligence Bureau	Vehicle		Undercover police vehicles	Police Headquarters	2	\$	176,000	\$	176,000	\$	186,000	\$	186,000	\$	196,000	General Fund	Public Safety	\$	1,116,000	\$	1,116,000	\$	-	Planning Stage	
34	Police		Building		New police headquarters facility	Police Headquarters	2	\$	-	\$	-	\$	-	\$	-	\$40,000,000	Other	Public Safety	\$	40,000,000	\$	40,000,000	\$	-	Planning Stage		
35	Police	Administration	Building		Replace carpet/flooring & furniture in main administration offices	Police Headquarters	3	\$	-	\$	50,000	\$	-	\$	-	\$	-	Adjudicated Forfeitures	Public Safety	\$	50,000	\$	50,000	\$	-	Planning Stage	
36	Police	Support Services	Equipment		Replace server room fire suppression system	Police Headquarters	2	\$	30,000	\$	-	\$	-	\$	-	\$	-	General Fund	Public Safety	\$	30,000	\$	30,000	\$	-	Planning Stage	
37	Public Works	Engineering	Paving		Annual Concrete Road Program - Reconstruction	N/A	1	\$	3,000,000	\$	3,250,000	\$	3,250,000	\$	3,500,000	\$	3,500,000	Road Funds	Transportation	\$	20,250,000	\$	20,250,000	\$	-	Planning Stage	
38	Public Works	Engineering	Paving		Annual Asphalt Road Repair Program - Rehabilitation	N/A	1	\$	3,000,000	\$	3,250,000	\$	3,300,000	\$	3,500,000	\$	3,500,000	Road Funds	Transportation	\$	20,300,000	\$	20,300,000	\$	-	Planning Stage	
39	Public Works	Engineering	Paving		Annual Road Repair Program - Concrete & Asphalt (Maintenance)	N/A	1	\$	1,000,000	\$	1,250,000	\$	1,250,000	\$	1,300,000	\$	1,400,000	Road Funds	Transportation	\$	7,700,000	\$	7,700,000	\$	-	Planning Stage	
40	Public Works	Engineering	Paving		Merriman Road (5 Mile to EB Schoolcraft Road) - Wayne County Project	N/A	3	\$	155,000	\$	-	\$	-	\$	-	\$	-	Road Funds	Transportation	\$	155,000	\$	155,000	\$	-	Planning Stage	
41	Public Works	Engineering	Paving		Farmington Road (Plymouth Road to Orangelawn Avenue) - Wayne County Project	N/A	1	\$	110,000	\$	-	\$	-	\$	-	\$	-	Road Funds	Transportation	\$	110,000	\$	110,000	\$	-	Planning Stage	
42	Public Works	Engineering	Paving		Annual Joint & Crack Sealing Program	N/A	2	\$	200,000	\$	225,000	\$	225,000	\$	235,000	\$	235,000	Road Funds	Transportation	\$	1,370,000	\$	1,370,000	\$	-	Planning Stage	
43	Public Works	Engineering	Paving		Annual Lane Line Marking Program	N/A	1	\$	105,000	\$	105,000	\$	110,000	\$	110,000	\$	115,000	Road Funds	Public Safety	\$	660,000	\$	660,000	\$	-	Planning Stage	
44	Public Works	Engineering	Other		Annual Sidewalk Repair Program		1	\$	550,000	\$	575,000	\$	575,000	\$	600,000	\$	625,000	Road Funds	General Fund	Public Safety	\$	3,550,000	\$	3,550,000	\$	-	Planning Stage
45	Library		Building		Replace carpet on 1st & 2nd floor and Friends gift shop.	Bennett Civic Center Library	1	\$	-	\$	450,000	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	450,000	\$	450,000	\$	-	Planning Stage	
46	Library		Building		Rewire second floor west wing.	Bennett Civic Center Library	1	\$	-	\$	-	\$	100,000	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	100,000	\$	100,000	\$	-	Planning Stage	
47	Library		Building		Replace internet cable.	Bennett Civic Center Library	1	\$	20,000	\$	-	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	20,000	\$	20,000	\$	-	Planning Stage	
48	Library		Building		Remove wallpaper and paint those areas.	Bennett Civic Center Library	1	\$	94,000	\$	-	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	94,000	\$	94,000	\$	-	Planning Stage	
49	Library		Building		Update kitchen cabinets.	Carl Sandburg Library	2	\$	15,000	\$	-	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	15,000	\$	15,000	\$	-	Planning Stage	
50	Library		Building		New shelving for non-fiction books.	Carl Sandburg Library	1	\$	30,000	\$	-	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	30,000	\$	30,000	\$	-	Planning Stage	
51	Library		Building		Duct cleaning.	Bennett Civic Center Library	1	\$	35,000	\$	-	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	35,000	\$	35,000	\$	-	Planning Stage	
52	Library		Building		Replace all reference and circulation desks.	Bennett Civic Center Library	1	\$	-	\$	-	\$	200,000	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	200,000	\$	200,000	\$	-	Planning Stage	
53	Police	Administration I.T.	Technology		Upgrade and replace technology in Emergency Operation Center	Police Headquarters	2	\$	15,000	\$	-	\$	-	\$	-	\$	-	General Fund	Grants	Public Safety	\$	15,000	\$	15,000	\$	-	Planning Stage
54	Police	Patrol Bureau	Building		Renovate ICOP tape upload room into office space	Police Headquarters	2	\$	50,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	50,000	\$	50,000	\$	-	Planning Stage
55	Police	Administration	Technology		Replace Avigilon CCTV system computers	Police Headquarters	2	\$	9,000	\$	-	\$	-	\$	-	\$	-	Grants	General Fund	Public Safety	\$	9,000	\$	9,000	\$	-	Funds Budgeted
56	Police	Administration I.T.	Technology		Network backup storage system, including tape drive system	Police Headquarters	2	\$	45,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	45,000	\$	45,000	\$	-	Planning Stage
57	Police	Administration - I.T.	Technology		Replacement Network Servers	Police Headquarters	2	\$	75,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	75,000	\$	75,000	\$	-	Planning Stage
58	Police	Administration - I.T.	Technology		Network patch panel and cable management replacement with new rack migration	Police Headquarters	2	\$	25,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	25,000	\$	25,000	\$	-	Planning Stage
59	Police	Administration - I.T.	Technology		Computer lab and training room projection system replacement and upgrade	Police Headquarters	2	\$	20,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	20,000	\$	20,000	\$	-	Planning Stage
60	Police	Detective Bureau - CSU	Equipment		Ductless downflow workstation	Police Headquarters	2	\$	5,100	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	5,100	\$	5,100	\$	-	Funds Budgeted
61	Police	Patrol Bureau	Equipment		Federal Signal light bars and smart sirens	Police Headquarters	2	\$	10,600	\$	10,600	\$	10,800	\$	10,800	\$	11,000	General Fund	General Fund	Public Safety	\$	64,800	\$	64,800	\$	-	Planning Stage
62	Police	Administration - Logistics	Building		Renovate Logistics VMO Office in maintenance garage	Police Headquarters	2	\$	10,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	10,000	\$	10,000	\$	-	Planning Stage
63	Police	Administration - Training	Technology		Virtual reality training simulator	Police Headquarters	2	\$	100,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	100,000	\$	100,000	\$	-	Planning Stage
64	Police	SWAT	Vehicle		SWAT team transportation vehicle	Police Headquarters	3	\$	-	\$	65,000	\$	-	\$	-	\$	-	General Fund	General Fund	Public Safety	\$	65,000	\$	65,000	\$	-	Planning Stage
65	Police	Intelligence Bureau	Technology		TruNarc Drug Analyzer	Police Headquarters	2	\$	35,000	\$	-	\$	-	\$	-	\$	-	Adjudicated Forfeitures	Adjudicated Forfeitures	Public Safety	\$	35,000	\$	35,000	\$	-	Funds Budgeted
66	Police		Technology		Unmanned aerial vehicles (Drones)	Police Headquarters	2	\$	50,000	\$	-	\$	-	\$	-	\$	-	Adjudicated Forfeitures	Adjudicated Forfeitures	Public Safety	\$	50,000	\$	50,000	\$	-	Planning Stage
67	Police		Equipment		Sig Sauer P320 9mm pistols with accessories	Police Headquarters	2	\$	120,000	\$	-	\$	-	\$	-	\$	-	Adjudicated Forfeitures	Adjudicated Forfeitures	Public Safety	\$	120,000	\$	120,000	\$	-	Planning Stage
68	Library		Building		Replace all ceiling tiles at Bennett Library.	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	50,000	\$	-	Library Millage	Cultural (Library and Historical)	\$	50,000	\$	50,000	\$	-	Planning Stage	
69	Library		Building		Seating/Shelving/Bookhouse for Children's Department	Bennett Civic Center Library	1	\$	6,000	\$	-	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	6,000	\$	6,000	\$	-	Planning Stage	
70	Library		Building		Clean outside of building (Bennett Civic Center Library)	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	20,000	\$	-	Library Millage	Cultural (Library and Historical)	\$	20,000	\$	20,000	\$	-	Planning Stage	
71	Library		Building		Renovate public restrooms @ Sandburg Library	Carl Sandburg Library	1	\$	-	\$	-	\$	-	\$	20,000	\$	-	Library Millage	Cultural (Library and Historical)	\$	20,000	\$	20,000	\$	-	Planning Stage	
72	Library		Building		Replace all reference and circulation desks @ Sandburg.	Carl Sandburg Library	1	\$	-	\$	-	\$	-	\$	-	100,000	\$	Library Millage	Cultural (Library and Historical)	\$	100,000	\$	100,000	\$	-	Planning Stage	
73	Library		Building		Ceiling mounted projectors and screens in all 3 meeting rooms.	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	-	\$	6,000	Library Millage	Cultural (Library and Historical)	\$	6,000	\$	6,000	\$	-	Planning Stage	
74	Library		Building		Update cabinets in the three meeting rooms at Bennett Library.	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	-	\$	20,000	Library Millage	Cultural (Library and Historical)	\$	20,000	\$	20,000	\$	-	Planning Stage	
75	Library		Building		Renovate Meeting rooms main kitchen area at Bennett Library.	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	-	\$	25,000	Library Millage	Cultural (Library and Historical)	\$	25,000	\$	25,000	\$	-	Planning Stage	
76	Library		Equipment		Windows 10 desktop computers.	Bennett Civic Center Library	1	\$	8,550	\$	-	\$	-	\$	-	\$	-	Library Millage	Cultural (Library and Historical)	\$	8,550	\$	8,550	\$	-	Planning Stage	
78	Library		Building		New desks & partitions in circulation and children's department.	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	75,000	\$	-	Library Millage	Cultural (Library and Historical)	\$	75,000	\$	75,000	\$	-	Planning Stage	
79	Library		Building		Replace all staff desks and partitions on 2nd floor.	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	-	\$	75,000	Library Millage	Cultural (Library and Historical)	\$	75,000	\$	75,000	\$	-	Planning Stage	
80	Library		Building		Replace all desks and partitions in staff workroom.	Carl Sandburg Library	1	\$	-	\$	-	\$	-	\$	-	\$	65,000	Library Millage	Cultural (Library and Historical)	\$	65,000	\$	65,000	\$	-	Planning Stage	
81	Library		Building		Replace shelving in children's department.	Bennett Civic Center Library	1	\$	-	\$	-	\$	-	\$	150,000	\$	-	Library Millage	Cultural (Library and Historical)	\$	150,000	\$	150,000	\$	-	Planning Stage	
82	Police	Administration	Building		Renovate current police headquarters and complex	Police Headquarters	2	\$	-	\$	-	\$	-	\$	-	\$	20,000,000	General Fund	Adjudicated Forfeitures	Public Safety	\$	20,000,000	\$	20,000,000	\$	-	Planning Stage
89	Civil Service		Other		No Capital Projects planned for 2022-2027.	City Hall	5	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	General Government	\$	-	\$	-	\$	-	Planning Stage	
90	Civil Service		Other		No Capital Projects are planned for 2022-2027.	City Hall	5	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	General Government	\$	-	\$	-	\$	-	Planning Stage	
91	16th District Court		Technology		Payment Kiosk for after hour payments	16th District Court	1	\$	6,000	\$	-	\$	-	\$	-	\$	-	General Fund	Court	\$	6,000	\$	6,000	\$	-	Funds Budgeted	
94	16th District Court		Technology		Replacing of old computers due to age	16th District Court	1	\$	4,000	\$	-	\$	-	\$	-	\$	-	General Fund	Court	\$	4,000	\$	4,000	\$	-	Funds Budgeted	
95	16th District Court		Technology		Copiers Replacement due to age.		1	\$	-	\$	-	\$	-	\$	-	\$	16,000	General Fund	Court	\$	16,000	\$	16,000	\$	-	Planning Stage	
96	16th District Court		Technology		Replacement of computers due to age																						

138	Public Works	Building Maintenance	Building	backup generator replacement	Fire Station No.3	3	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$	-	General Fund	Other	Public Safety	\$	200,000	\$	200,000	\$	-	Planning Stage	
139	Public Works	Building Maintenance	Building	Fire alarm panel / system	Carl Sandburg Library	2	\$	250,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Library Millage	Cultural (Library and Historical)	\$	250,000	\$	250,000	\$	-	Planning Stage	
140	Public Works	Building Maintenance	Building	replace air handler	Fire Station No.6 & Garage	3	\$	-	\$	45,000	\$	-	\$	-	\$	-	\$	-	General Fund	Other	Public Safety	\$	45,000	\$	45,000	\$	-	Planning Stage	
141	Public Works	Building Maintenance	Building	Air handler replacement	Fire Station No.5	3	\$	-	\$	-	\$	-	\$	45,000	\$	-	\$	-	General Fund	Other	Public Safety	\$	45,000	\$	45,000	\$	-	Planning Stage	
142	Public Works	Building Maintenance	Building	replace roof	Fire Station No.5	3	\$	-	\$	-	\$	-	\$	450,000	\$	-	\$	-	General Fund	Other	Public Safety	\$	450,000	\$	450,000	\$	-	Planning Stage	
143	Public Works	Building Maintenance	Building	roof replacement of building	Fire Station No.6 & Garage	3	\$	-	\$	450,000	\$	-	\$	-	\$	-	\$	-	General Fund	Other	Public Safety	\$	450,000	\$	450,000	\$	-	Planning Stage	
144	Public Works	Building Maintenance	Building	Chiller replacement	Police Headquarters	3	\$	225,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Other	Public Safety	\$	225,000	\$	225,000	\$	-	Planning Stage	
145	Public Works	Building Maintenance	Building	roof on storage building	Bicentennial Park	2	\$	10,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Recreation Millage	Public Works	\$	10,000	\$	10,000	\$	-	Planning Stage	
146	Public Works	Building Maintenance	Building	Roof on auxillary storage building	Bicentennial Park	2	\$	5,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Recreation Millage	Public Works	\$	5,000	\$	5,000	\$	-	Planning Stage	
147	Public Works	Building Maintenance	Building	repurposing / redesigning current DPW headquarters for usability	DPW	3	\$	-	\$	2,000,000	\$	-	\$	-	\$	-	\$	-	General Fund		Public Works	\$	2,000,000	\$	2,000,000	\$	-	Planning Stage	
148	Public Works	Building Maintenance	Building	conversion of the Glendale (old Waste Management Storage building) into a brine making facility	DPW	2	\$	200,000	\$	200,000	\$	200,000	\$	-	\$	-	\$	-	General Fund	Road Funds	Public Works	\$	600,000	\$	600,000	\$	-	Planning Stage	
149	Public Works	Roads Maintenance	Other	Selective slab replacement program not associated with Engineering road replacement programs	City-wide	2	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	General Fund	Road Funds	Public Works	\$	2,400,000	\$	2,400,000	\$	-	Planning Stage	
150	Public Works	Building Maintenance	Building	sidewalk replacement / rehabilitation	Carl Sandburg Library	2	\$	50,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Library Millage	Cultural (Library and Historical)	\$	50,000	\$	50,000	\$	-	Planning Stage	
151	Public Works	Fleet maintenance	Building	Gasboy fuel management system upgrades for the City's fueling system	DPW	1	\$	150,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Road Funds	General Government	\$	150,000	\$	150,000	\$	-	Planning Stage	
152	Public Works	Fleet Maintenance	Equipment	7500 Watt generators to run traffic signals during power outages. \$2,500 each	DPW	2	\$	7,500	\$	-	\$	7,500	\$	-	\$	7,500	\$	-	General Fund		Public Safety	\$	22,500	\$	22,500	\$	-	Planning Stage	
153	Public Works	Public Works	Technology	desktop / laptop computers for staff based on \$1500 /each.15 / year	DPW	3	\$	18,000	\$	18,000	\$	18,000	\$	-	\$	-	\$	-	General Fund		Public Works	\$	54,000	\$	54,000	\$	-	Planning Stage	
154	Public Works	Public Works	Technology	Apple iPads for staff\$500 each / ten per year	DPW	2	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	General Fund	Water and Sewer Fees	Public Works	\$	30,000	\$	30,000	\$	-	Planning Stage	
155	Public Works	Parks maintenance	Land Improvement	multiple parks - replace dugout fences / benches at ball diamonds across parks. 32' x 6' sections, 30 di	DPW	2	\$	300,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Recreation Millage	Parks & Recreation	\$	400,000	\$	400,000	\$	-	Planning Stage	
156	Public Works	Roads Maintenance	Equipment	Asphalt Zipper for immediate asphalt repairs	DPW	4	\$	-	\$	210,000	\$	-	\$	-	\$	-	\$	-	General Fund	Road Funds	Public Works	\$	210,000	\$	210,000	\$	-	Planning Stage	
157	Public Works	Roads Maintenance	Equipment	Curb machine to form concrete street curbs	DPW	3	\$	11	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Road Funds	Transportation	\$	11	\$	11	\$	-	Planning Stage	
158	Public Works	Roads Maintenance	Equipment	gas-powered cement concrete saw	DPW	2	\$	-	\$	-	\$	35,000	\$	-	\$	-	\$	-	General Fund	Road Funds	Transportation	\$	35,000	\$	35,000	\$	-	Planning Stage	
159	Public Works	Roads maintenance	Equipment	concrete breaker / jackhammer attachment for backhoe	DPW	2	\$	8,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Road Funds	Transportation	\$	8,000	\$	8,000	\$	-	Planning Stage	
160	Public Works	Roads Maintenance	Vehicle	18' dump trailer	DPW	3	\$	10,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Road Funds	Public Works	\$	10,000	\$	10,000	\$	-	Planning Stage	
161	Public Works	Parks Maintenance	Equipment	John Deere XUV gator with cab, snow plow, salt spreader, heat, and air. \$40,000 / unit	DPW	2	\$	80,000	\$	-	\$	-	\$	80,000	\$	-	\$	-	General Fund		Public Works	\$	160,000	\$	160,000	\$	-	Planning Stage	
162	Public Works	Parks Maintenance	Equipment	John Deere 6x4 gators.\$12,000 / unit with three units / year	DPW	3	\$	36,000	\$	36,000	\$	36,000	\$	36,000	\$	36,000	\$	36,000	General Fund		Public Works	\$	216,000	\$	216,000	\$	-	Planning Stage	
163	Public Works	Parks maintenance	Equipment	tow behind 14' wide area batwing mowertwo / year at \$18,000 unit	DPW	4	\$	36,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund			\$	72,000	\$	72,000	\$	-	Planning Stage	
164	Public Works	Parks Maintenance	Equipment	10' wide area mower with cab, snowbroom, snow blower attachments - \$80,000 / unit	DPW	3	\$	-	\$	80,000	\$	-	\$	80,000	\$	-	\$	80,000	General Fund		Public Works	\$		\$		\$	-	Planning Stage	
165	Public Works	Parks maintenance	Equipment	60" zero turn mowers with 28 hp engine - \$15,000 / unit with 6 units / year	DPW	4	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000	General Fund		Parks & Recreation	\$	540,000	\$	540,000	\$	-	Planning Stage	
166	Public Works	parks Maintenance	Equipment	John Deere model 5075 mid-sized tractor / loader with various attachments	DPW	3	\$	60,000	\$	-	\$	60,000	\$	-	\$	60,000	\$	-	General Fund		Parks & Recreation	\$	180,000	\$	180,000	\$	-	Planning Stage	
167	Public Works	Parks Maintenance	Equipment	John Deere series 2000 utility tractor with loader. Unit runs at \$20,000 / unit	DPW	5	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000	General Fund		Parks & Recreation	\$	120,000	\$	120,000	\$	-	Planning Stage	
168	Public Works	Parks Maintenance	Equipment	John Deere diamond groomer	DPW	4	\$	-	\$	25,000	\$	-	\$	25,000	\$	-	\$	25,000	General Fund		Parks & Recreation	\$	75,000	\$	75,000	\$	-	Planning Stage	
169	Public Works	Parks maintenance	Equipment	Toro 350S-D groundsmaster diamond mower	DPW	4	\$	-	\$	40,000	\$	-	\$	40,000	\$	-	\$	40,000	General Fund		Parks & Recreation	\$	120,000	\$	120,000	\$	-	Planning Stage	
170	Public Works	Parks Maintenance	Equipment	Dingo type utility tractor - Toro - with various attachments	DPW	5	\$	-	\$	30,000	\$	-	\$	-	\$	-	\$	-	General Fund		Parks & Recreation	\$	30,000	\$	30,000	\$	-	Planning Stage	
171	Public Works	Parks Maintenance	Equipment	brush hog - 8' - three point hitch attachment	DPW	4	\$	7,500	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund		Parks & Recreation	\$	7,500	\$	7,500	\$	-	Planning Stage	
172	Public Works	Parks Maintenance	Equipment	Graco liner / paint sprayers for athletic fields - self propelled. Two units year at \$6,000 / each	DPW	3	\$	12,000	\$	12,000	\$	12,000	\$	-	\$	-	\$	-	General Fund		Parks & Recreation	\$	36,000	\$	36,000	\$	-	Planning Stage	
173	Public Works	Parks Maintenance	Equipment	Bannerman infield diamond groomer - three point hitch	DPW	3	\$	15,000	\$	-	\$	-	\$	15,000	\$	-	\$	-	General Fund		Parks & Recreation	\$	30,000	\$	30,000	\$	-	Planning Stage	
174	Public Works	Parks Maintenance	Equipment	tow behind leaf / debris blower	DPW	4	\$	8,000	\$	-	\$	-	\$	8,000	\$	-	\$	-	General Fund		Parks & Recreation	\$	16,000	\$	16,000	\$	-	Planning Stage	
175	Public Works	Parks Maintenance	Equipment	21' equipment trailer - four at \$20,000 each	DPW	5	\$	-	\$	-	\$	-	\$	-	\$	-	\$	80,000	General Fund		Public Works	\$	80,000	\$	80,000	\$	-	Planning Stage	
176	Public Works	Park Maintenance	Building	propane heat for Parks maintenance building	Bicentennial Park	2	\$	-	\$	10,000	\$	-	\$	-	\$	-	\$	-	General Fund		Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage	
177	Public Works	Building Maintenance	Equipment	carpet cleaner / extractor	DPW	3	\$	40,000	\$	-	\$	-	\$	40,000	\$	-	\$	-	General Fund		Public Works	\$	80,000	\$	80,000	\$	-	Planning Stage	
178	Public Works	Building Maintenance	Equipment	wet vacuums - commerical strength - \$4,00 each / two per year	DPW	4	\$	8,000	\$	-	\$	8,000	\$	-	\$	8,000	\$	-	General Fund		Public Works	\$	24,000	\$	24,000	\$	-	Planning Stage	
179	Public Works	Roads Maintenance	Equipment	tow-behind leaf vacuum, two / year at \$45,000 each	DPW	2	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000	Refuse Millage		Public Works	\$	540,000	\$	540,000	\$	-	Planning Stage	
180	Public Works	Roads Maintenance	Equipment	trailer mounted leaf vacuum used on major roads - \$60,000 / unit	DPW	3	\$	-	\$	60,000	\$	-	\$	60,000	\$	-	\$	60,000	Refuse Millage		Public Works	\$	180,000	\$	180,000	\$	-	Planning Stage	
181	Public Works	Roads Maintenance	Equipment	15" brush chippers - \$90,000 / unit	DPW	3	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000	Refuse Millage		Public Works	\$	540,000	\$	540,000	\$	-	Planning Stage	
182	Public Works	Engineering	Vehicle	Ford Escape's for field staff - \$27,000 / vehicle	DPW	3	\$	27,000	\$	27,000	\$	27,000	\$	27,000	\$	27,000	\$	27,000	General Fund	Road Funds	Transportation	\$	162,000	\$	162,000	\$	-	Planning Stage	
183	Public Works	Public Works	Vehicle	F-250 pickup for field staff with plow, light package, liftgate, equipment storage, etc. at \$90,000 / each	DPW	2	\$	360,000	\$	360,000	\$	360,000	\$	360,000	\$	360,000	\$	360,000	General Fund	Road Funds	Transportation	\$	2,160,000	\$	2,160,000	\$	-	Planning Stage	
184	Public Works	DPW	Vehicle	F-150 supervisor staff vehicles with plows, lights, and toolboxes at \$50,000 each	DPW	3	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	General Fund	Road Funds	Public Works	\$	600,000	\$	600,000	\$	-	Planning Stage	
185	Public Works	Roads Maintenance	Vehicle	dump truck for DPW - plow, salt auger, computer systems, live bottoms. \$200,000 each, two / year	DPW	2	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	\$	400,000	General Fund	Road Funds	Transportation	\$	2,400,000	\$	2,400,000	\$	-	Planning Stage	
186	Public Works	Roads Maintenance	Vehicle	F-350 stake truck with equipment for sign shop work, and construction work.\$120,000 / VEHICLE	DPW	3	\$	240,000	\$	-	\$	120,000	\$	-	\$	120,000	\$	-	General Fund	Road Funds	Transportation	\$	480,000	\$	480,000	\$	-	Planning Stage	
187	Public Works	Public Works	Vehicle	dump truck with dual rear axles. \$220,000 / unit - used in roads, and water	DPW	3	\$	-	\$	220,000	\$	-	\$	220,000	\$	-	\$	220,000	Road Funds	Water and Sewer Fees	Transportation	\$	660,000	\$	660,000	\$	-	Planning Stage	
188	Public Works	Public Works	Vehicle	F-550 dumptrucks with hook attachments, and salter / spreader / plows / toolboxes. \$150,000 / vehicle	DPW	3	\$	150,000	\$	150,000	\$	150,000	\$	-	\$	300,000	\$	-	Road Funds	Water and Sewer Fees	Transportation	\$	750,000	\$	750,000	\$	-	Planning Stage	
189	Public Works	Building Maintenance	Vehicle	Transit panel vans used for Building Mechanics / staff to transport equipment, tools, and supplies @ \$	DPW	3	\$	160,000	\$	-	\$	160,000	\$	-	\$	160,000	\$	-	General Fund		Water and Sewer Fees	Public Works	\$	480,000	\$	480,000	\$	-	Planning Stage
190	Public Works	Public Works	Equipment	Backhoe for various sections at \$140,000 / each	DPW	2	\$	140,000	\$	140,000	\$	140,000	\$	140,000	\$	140,000	\$	140,000	Refuse Millage	Water and Sewer Fees	Public Works	\$	840,000	\$	840,000	\$	-	Planning Stage	
191	Public Works	Water and Sewer	Water & Sewer	Vactor	DPW	1	\$	-	\$	-	\$	500,000	\$	-	\$	-	\$	500,000	Water and Sewer Fees		Public Works	\$	1,000,000	\$	1,000,000	\$	-	Planning Stage	
192	Public Works	Water and Sewer	Equipment	Jet truck	DPW	1	\$	-	\$	-	\$	-	\$	400,000	\$	-	\$	-	Water and Sewer Fees		Public Works	\$	400,000	\$	400,000	\$	-	Planning Stage	
193	Public Works	Water and Sewer	Equipment	Caterpillar Excavator	DPW	1	\$	-	\$	-	\$	-	\$	250,000	\$	-	\$	-	Water and Sewer Fees		Public Works	\$	250,000	\$	250,000	\$	-	Planning Stage	
194	Public Works	Water and Sewer	Water & Sewer	Water operations repair van	DPW	2	\$	-	\$	-	\$	150,000	\$	-	\$	-	\$	150,000	Water and Sewer Fees		Public Works	\$	300,000	\$	300,000	\$	-	Planning Stage	
195	Public Works	Public Works	Equipment	Skid loader at \$125,000 / each	DPW	2	\$	-	\$	-	\$	125,000	\$	-	\$	-	\$	125,000	Water and Sewer Fees	Refuse Millage									

241	Public Works	Public Works	Technology	Snowpass GIS program technology to track vehicles in City operations for snow removal, brush pick-up	DPW	2	\$	10,000	\$	10,000	\$	10,000	\$	10,000	\$	10,000	General Fund	Refuse Millage	Public Works	\$	60,000	\$	60,000	\$	-	Funds Budgeted		
242	Public Works	Public Works	Other	Annual contract with the Michigan Humane Society for help in dealing with the pick-up of animals by DPW	DPW	1	\$	55,000	\$	55,000	\$	55,000	\$	-	\$	-	-	Refuse Millage	Public Works	\$	165,000	\$	165,000	\$	-	Funds Budgeted		
243	Public Works	Public Works	Other	annual solid waste contract with GFL including refuse, recycling, yard waste, and bulk items	DPW	1	\$	3,200,000	\$	3,200,000	\$	3,200,000	\$	3,200,000	\$	3,200,000	Refuse Millage	General Government	\$	19,200,000	\$	19,200,000	\$	-	Awarded			
244	Public Works	Parks Maintenance	Equipment	Wenger Showmobile tow-behind multipurpose stage	DPW	3	\$	-	\$	-	\$	-	\$	-	\$	-	150,000	Recreation Millage	Grants	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Planning Stage	
245	Public Works	Parks Maintenance	Equipment	20' x 40' tents for special events	DPW	2	\$	-	\$	5,000	\$	-	\$	5,000	\$	-	5,000	Recreation Millage	General Fund	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage	
246	Treasurers		Equipment	2022 - Seven (7) desks/stations to improve work areas and office flow. Many cubical walls are deteriorating	City Hall	1	\$	60,000	\$	-	\$	20,000	\$	-	\$	-	-	General Fund	General Government	\$	80,000	\$	80,000	\$	-	Planning Stage		
258	City Clerk		Building	new cubicles	City Hall	5	\$	50,000	\$	-	\$	-	\$	-	\$	-	-	General Fund	General Government	\$	50,000	\$	50,000	\$	-	Planning Stage		
259	City Clerk		Technology	six new desktops with monitors	City Hall	2	\$	7,200	\$	-	\$	-	\$	-	\$	-	-	General Fund	General Government	\$	7,200	\$	7,200	\$	-	Planning Stage		
264	Assessment		Equipment	Office Furniture Three new desks and two new chairs for the assessing department. This would replace old tables currently in use.	City Hall	1	\$	10,000	\$	-	\$	-	\$	-	\$	-	-	General Fund	General Government	\$	10,000	\$	10,000	\$	-	Planning Stage		
265	Parks & Recreation	JKRC	Equipment	Fitness Equipment	Kirksey Recreation Center	1	\$	90,000	\$	90,000	\$	90,000	\$	90,000	\$	90,000	Recreation Millage		Parks & Recreation	\$	540,000	\$	540,000	\$	-	Funds Budgeted		
266	Parks & Recreation	JKRC	Equipment	Lobby Furniture	Kirksey Recreation Center	2	\$	-	\$	40,000	\$	-	\$	40,000	\$	-	-	Recreation Millage		Parks & Recreation	\$	80,000	\$	80,000	\$	-	Planning Stage	
267	Parks & Recreation	JKRC	Building	Marcite Lap Pool	Kirksey Recreation Center	4	\$	-	\$	-	\$	-	\$	-	\$	100,000	-	Recreation Millage		Parks & Recreation	\$	100,000	\$	100,000	\$	-	Planning Stage	
268	Parks & Recreation	JKRC	Paving	Parking lot sealer	Kirksey Recreation Center	4	\$	-	\$	-	\$	-	\$	15,000	\$	-	-	Road Funds	Recreation Millage	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage	
269	Parks & Recreation	JKRC	Building	Tree Fort Renovation	Kirksey Recreation Center	1	\$	-	\$	50,000	\$	200,000	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	250,000	\$	250,000	\$	-	Planning Stage	
270	Parks & Recreation	JKRC	Equipment	Skate Park ramps	Kirksey Recreation Center	3	\$	-	\$	-	\$	25,000	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	25,000	\$	25,000	\$	-	Planning Stage	
271	Parks & Recreation	JKRC	Equipment	Pool motors	Kirksey Recreation Center	1	\$	6,000	\$	6,000	\$	6,000	\$	6,000	\$	6,000	Recreation Millage		Parks & Recreation	\$	36,000	\$	36,000	\$	-	Funds Budgeted		
272	Parks & Recreation	JKRC	Equipment	Splash Pad renovation	Kirksey Recreation Center	1	\$	-	\$	200,000	\$	-	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	200,000	\$	200,000	\$	-	Planning Stage	
273	Parks & Recreation	JKRC	Land Improvement	Inline fencing	Kirksey Recreation Center	3	\$	-	\$	-	\$	-	\$	-	\$	15,000	-	Recreation Millage		Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage	
274	Parks & Recreation	JKRC	Building	carpeting - 2nd floor, KQ, concessions	Kirksey Recreation Center	2	\$	60,000	\$	-	\$	-	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	60,000	\$	60,000	\$	-	Funds Budgeted	
275	Parks & Recreation	JKRC	Building	Recreation Center Renovation	Kirksey Recreation Center	2	\$	-	\$	-	\$	5,000,000	\$	-	\$	-	-	Grants	Other	Parks & Recreation	\$	5,000,000	\$	5,000,000	\$	-	Planning Stage	
276	Parks & Recreation	JKRC	Paving	sidewalk replacement	Kirksey Recreation Center	2	\$	-	\$	20,000	\$	-	\$	-	\$	-	-	Road Funds	Recreation Millage	Parks & Recreation	\$	20,000	\$	20,000	\$	-	Planning Stage	
277	Parks & Recreation	JKRC	Land Improvement	Playground	Kirksey Recreation Center	2	\$	-	\$	-	\$	-	\$	-	\$	300,000	-	Grants	Recreation Millage	Parks & Recreation	\$	300,000	\$	300,000	\$	-	Planning Stage	
278	Parks & Recreation	JKRC	Building	Fit Hub expansion flooring	Kirksey Recreation Center	1	\$	100,000	\$	-	\$	-	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	100,000	\$	100,000	\$	-	Funds Budgeted	
279	Parks & Recreation	JKRC	Equipment	Automatic Door Openers	Kirksey Recreation Center	1	\$	10,000	\$	-	\$	-	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	10,000	\$	10,000	\$	-	Funds Budgeted	
280	Parks & Recreation	JKRC	Building	Gaming Area	Kirksey Recreation Center	1	\$	50,000	\$	-	\$	-	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	50,000	\$	50,000	\$	-	Funds Budgeted	
281	Parks & Recreation	JKRC	Equipment	Leisure pool sand replacement	Kirksey Recreation Center	1	\$	40,000	\$	-	\$	-	\$	-	\$	-	-	Recreation Millage		Parks & Recreation	\$	40,000	\$	40,000	\$	-	Funds Budgeted	
282	Parks & Recreation	JKRC	Land Improvement	Accessible routes	Kirksey Recreation Center	1	\$	-	\$	-	\$	77,000	\$	-	\$	-	-	Recreation Millage	Road Funds	Parks & Recreation	\$	77,000	\$	77,000	\$	-	Planning Stage	
283	Parks & Recreation	JKRC	Building	Building accessibility	Kirksey Recreation Center	1	\$	-	\$	-	\$	-	\$	396,000	\$	-	-	Recreation Millage		Parks & Recreation	\$	396,000	\$	396,000	\$	-	Planning Stage	
284	Parks & Recreation	JKRC	Equipment	Pool UV system	Kirksey Recreation Center	4	\$	-	\$	-	\$	-	\$	-	\$	-	100,000	Recreation Millage		Parks & Recreation	\$	100,000	\$	100,000	\$	-	Planning Stage	
285	Parks & Recreation	JKRC	Equipment	Pool HVAC	Kirksey Recreation Center	3	\$	-	\$	-	\$	-	\$	-	\$	200,000	-	Recreation Millage		Parks & Recreation	\$	200,000	\$	200,000	\$	-	Planning Stage	
286	Parks & Recreation	Parks	Equipment	Universally accessible play structure	Bicentennial Park	1	\$	600,000	\$	-	\$	-	\$	-	\$	-	-	Grants	Grants	Parks & Recreation	\$	600,000	\$	-	\$	600,000	Funds Budgeted	
287	Parks & Recreation	Parks	Paving	Ben Celini parking lot improvement	Bicentennial Park	1	\$	50,000	\$	-	\$	-	\$	-	\$	-	-	Road Funds	General Fund	Parks & Recreation	\$	50,000	\$	50,000	\$	-	Funds Budgeted	
288	Parks & Recreation	Parks	Land Improvement	Drainage/accessibility fields 1-3	Bicentennial Park	1	\$	100,000	\$	-	\$	-	\$	-	\$	-	-	Grants	Recreation Millage	Parks & Recreation	\$	100,000	\$	100,000	\$	-	Funds Budgeted	
289	Parks & Recreation	Parks	Equipment	Senior Playground	Bicentennial Park	1	\$	150,000	\$	-	\$	-	\$	-	\$	-	-	Grants	General Fund	Parks & Recreation	\$	150,000	\$	50,000	\$	100,000	Funds Budgeted	
290	Parks & Recreation	Parks	Land Improvement	Archery Range wayfinding	Glendale Property	2	\$	-	\$	5,000	\$	-	\$	-	\$	-	-	General Fund	Recreation Millage	Parks & Recreation	\$	5,000	\$	5,000	\$	-	Planning Stage	
291	Parks & Recreation	Parks	Building	Archery Range storage building and comfort stations	Glendale Property	3	\$	-	\$	-	\$	-	\$	50,000	\$	50,000	-	General Fund	Recreation Millage	Parks & Recreation	\$	100,000	\$	100,000	\$	-	Planning Stage	
292	Parks & Recreation	Parks	Paving	Archery range accessible routes	Glendale Property	2	\$	-	\$	-	\$	-	\$	-	\$	6,500	\$	-	Grants	Recreation Millage	Parks & Recreation	\$	6,500	\$	6,500	\$	-	Planning Stage
293	Parks & Recreation	Parks	Equipment	Archery Range elevated stands	Glendale Property	4	\$	-	\$	-	\$	15,000	\$	-	\$	-	-	General Fund	Recreation Millage	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage	
294	Parks & Recreation	Parks	Equipment	Playground accessibility	Beverly Park	2	\$	-	\$	-	\$	-	\$	-	\$	6,500	\$	-	Grants	Recreation Millage	Parks & Recreation	\$	6,500	\$	6,500	\$	-	Planning Stage
295	Parks & Recreation	Parks	Paving	parking accessibility	Bicentennial Park	2	\$	-	\$	-	\$	-	\$	-	\$	82,000	\$	-	Grants	Road Funds	Parks & Recreation	\$	82,000	\$	82,000	\$	-	Planning Stage
296	Parks & Recreation	Parks	Paving	Accessible routes	Bicentennial Park	2	\$	-	\$	-	\$	-	\$	-	\$	-	112,000	Grants	Recreation Millage	Parks & Recreation	\$	112,000	\$	112,000	\$	-	Planning Stage	
297	Parks & Recreation	Parks	Building	Restroom accessibility	Bicentennial Park	2	\$	-	\$	-	\$	-	\$	-	\$	-	28,000	Grants	General Fund	Parks & Recreation	\$	28,000	\$	28,000	\$	-	Planning Stage	
298	Parks & Recreation	Parks	Building	Comfort stations	Bicentennial Park	2	\$	-	\$	-	\$	-	\$	150,000	\$	-	-	General Fund	Grants	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Planning Stage	
299	Parks & Recreation	Parks	Land Improvement	Backstop replacement	Bicentennial Park	2	\$	-	\$	45,000	\$	-	\$	-	\$	-	-	General Fund	Recreation Millage	Parks & Recreation	\$	45,000	\$	45,000	\$	-	Planning Stage	
300	Parks & Recreation	Parks	Equipment	portable bleachers	Bicentennial Park	3	\$	-	\$	-	\$	-	\$	-	\$	15,000	\$	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
301	Parks & Recreation	Parks	Land Improvement	Field lighting replacement	Bicentennial Park	4	\$	-	\$	-	\$	-	\$	-	\$	-	300,000	Grants	General Fund	Parks & Recreation	\$	300,000	\$	300,000	\$	-	Planning Stage	
302	Parks & Recreation	Parks	Land Improvement	Park GPS	Bicentennial Park	3	\$	-	\$	-	\$	12,000	\$	-	\$	-	-	General Fund	Recreation Millage	Parks & Recreation	\$	12,000	\$	12,000	\$	-	Planning Stage	
303	Parks & Recreation	Parks	Land Improvement	Dog Park drainage	Bicentennial Park	3	\$	-	\$	10,000	\$	-	\$	-	\$	-	-	General Fund	Recreation Millage	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage	
304	Parks & Recreation	Parks	Equipment	Natural Play Area	Bicentennial Park	2	\$	-	\$	-	\$	-	\$	-	\$	20,000	\$	-	General Fund	Grants	Parks & Recreation	\$	20,000	\$	20,000	\$	-	Planning Stage
305	Parks & Recreation	Parks	Technology	Wayfinding	Bicentennial Park	1	\$	100,000	\$	-	\$	-	\$	-	\$	-	-	General Fund	Grants	Parks & Recreation	\$	100,000	\$	100,000	\$	-	Funds Budgeted	
306	Parks & Recreation	Parks	Paving	Path accessibility	Bien Park	2	\$	-	\$	-	\$	-	\$	32,000	\$	-	-	Grants	General Fund	Parks & Recreation	\$	32,000	\$	32,000	\$	-	Planning Stage	
307	Parks & Recreation	Parks	Land Improvement	Bridge and accessible routes	Bluegrass Park	3	\$	-	\$	-	\$	-	\$	35,000	\$	20,000	\$	-	Grants	Grants	Parks & Recreation	\$	55,000	\$	55,000	\$	-	Planning Stage
308	Parks & Recreation	Parks	Land Improvement	Tennis court removal	Bluegrass Park	4	\$	-	\$	-	\$	-	\$	-	\$	-	40,000	General Fund	Recreation Millage	Parks & Recreation	\$	40,000	\$	40,000	\$	-	Planning Stage	
309	Parks & Recreation	Aquatics	Building	Filter, heater and boiler replacement	Botsford Pool	1	\$	150,000	\$	-	\$	-	\$	-	\$	-	-	Recreation Millage	General Fund	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Funds Budgeted	
310	Parks & Recreation	Aquatics	Building	new filter building and fencing	Botsford Pool	2	\$	-	\$	-	\$	235,000	\$	-	\$	-	-	Grants	General Fund	Parks & Recreation	\$	235,000	\$	235,000	\$	-	Planning Stage	
311	Parks & Recreation	Aquatics	Building	Bath house accessibility improvements	Botsford Pool	2	\$	-	\$	-	\$	-	\$	-	\$	45,000	\$	-	Grants	Recreation Millage	Parks & Recreation	\$	45,000	\$	45,000	\$	-	Planning Stage
312	Parks & Recreation	Aquatics	Paving	New pool decking	Botsford Pool	3	\$	-	\$	-	\$	-	\$	-	\$	20,000	\$	-	Grants	Recreation Millage	Parks & Recreation	\$	20,000	\$	20,000	\$	-	Planning Stage
313	Parks & Recreation	Aquatics	Paving	Parking accessibility	Botsford Pool	3	\$	-	\$	-	\$	-	\$	11,000	\$	-	-	Road Funds	Recreation Millage	Parks & Recreation	\$	11,000	\$	11,000	\$	-	Planning Stage	
314	Parks & Recreation	Parks	Technology	Wayfinding	Botsford Pool	2	\$	-	\$	15,000	\$	-	\$	-	\$	-	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage	
315	Parks & Recreation	Parks	Paving	Accessible routes/parking	Broadmoor Park	2	\$	-	\$	-	\$	10,000	\$	-	\$	-	-	Grants	Recreation Millage	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage	
316	Parks & Recreation	Parks	Building	Shade Structure	Broadmoor Park	4	\$	-	\$	-	\$	25,000	\$	-	\$	-	-	Grants	Recreation Millage	Parks & Recreation	\$	25,000	\$	25,000	\$	-	Planning Stage	
317	Parks & Recreation	Parks	Paving	Accessible routes	Castle Gardens	3	\$	-	\$	-	\$	-	\$	-	\$	26,000	\$	-	Grants	General Fund	Parks & Recreation	\$	26,000	\$	26,000	\$	-	Planning Stage
318	Parks & Recreation	Parks	Land Improvement	Tennis court removal	Chatham Courts	3	\$	-	\$	-	\$	40,000	\$	-	\$	-	-	General Fund	Recreation Millage	Parks & Recreation	\$	40,000						

359	Parks & Recreation	Parks	Technology	Wayfinding	Greenwood Park	2	\$	-	\$	-	\$	10,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
360	Parks & Recreation	Parks	Paving	Accessible routes	Harry Wolf Tot Lot	2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7,000	Grants	General Fund	Parks & Recreation	\$	7,000	\$	7,000	\$	-	Planning Stage
361	Parks & Recreation	Parks	Technology	Wayfinding	Harry Wolf Tot Lot	2	\$	-	\$	-	\$	-	\$	-	\$	10,000	\$	-	Grants	General Fund	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
362	Parks & Recreation	Parks	Paving	Accessible routes	Hillcrest	2	\$	-	\$	-	\$	75,000	\$	-	\$	35,000	\$	-	General Fund	Grants	Parks & Recreation	\$	35,000	\$	35,000	\$	-	Planning Stage
363	Parks & Recreation	Parks	Technology	Wayfinding	Hillcrest	2	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	-	Grants	General Fund	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
364	Parks & Recreation	Parks	Paving	Accessible routes	Jaycee Park	2	\$	-	\$	-	\$	60,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	60,000	\$	60,000	\$	-	Planning Stage
365	Parks & Recreation	Parks	Technology	Wayfinding	Jaycee Park	2	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
366	Parks & Recreation	Parks	Paving	Accessible routes	Kleinart Park	2	\$	-	\$	-	\$	-	\$	-	\$	15,000	\$	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
367	Parks & Recreation	Parks	Technology	Wayfinding	Kleinart Park	2	\$	-	\$	-	\$	10,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
368	Parks & Recreation	Parks	Paving	Accessible routes	Linden Woods	2	\$	-	\$	-	\$	20,000	\$	-	\$	-	\$	-	General Fund	Recreation Millage	Parks & Recreation	\$	20,000	\$	20,000	\$	-	Planning Stage
369	Parks & Recreation	Parks	Equipment	Play equipment	Linden Woods	2	\$	-	\$	-	\$	75,000	\$	-	\$	-	\$	-	General Fund	Recreation Millage	Parks & Recreation	\$	75,000	\$	75,000	\$	-	Planning Stage
370	Parks & Recreation	Parks	Technology	Wayfinding	Linden Woods	2	\$	-	\$	-	\$	10,000	\$	-	\$	-	\$	-	General Fund	Recreation Millage	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
371	Parks & Recreation	Historical	Building	Barn roof replacement	Wilson Barn	1	\$	250,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund		Cultural (Library and Historical)	\$	250,000	\$	250,000	\$	-	Funds Budgeted
372	Parks & Recreation	Seniors	Building	Senior Center 2.0	Senior Center	1	\$	-	\$	7,000,000	\$	-	\$	-	\$	-	\$	-	Grants	Grants	Parks & Recreation	\$	7,000,000	\$	7,000,000	\$	-	Planning Stage
373	Parks & Recreation	Parks	Paving	Accessible routes	McCann Park	2	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
374	Parks & Recreation	Parks	Technology	Wayfinding	McCann Park	2	\$	-	\$	-	\$	10,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
375	Parks & Recreation	Parks	Equipment	Park redesign	Shelden Park	2	\$	-	\$	-	\$	1,500,000	\$	-	\$	-	\$	-	Grants	General Fund	Parks & Recreation	\$	1,500,000	\$	1,500,000	\$	-	Planning Stage
376	Parks & Recreation	Parks	Equipment	Playground replacement	Stymelski Veterans Park	3	\$	-	\$	-	\$	-	\$	-	\$	100,000	\$	-	General Fund	Grants	Parks & Recreation	\$	100,000	\$	100,000	\$	-	Planning Stage
377	Parks & Recreation	Parks	Paving	Accessible routes	Stymelski Veterans Park	2	\$	-	\$	-	\$	-	\$	-	\$	15,000	\$	-	Grants	General Fund	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
378	Parks & Recreation	Parks	Equipment	Disc Golf	Stymelski Veterans Park	2	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-	Recreation Millage	General Fund	Parks & Recreation	\$	20,000	\$	20,000	\$	-	Planning Stage
379	Parks & Recreation	Parks	Land Improvement	Tennis court removal	Wilson Acres	3	\$	-	\$	-	\$	-	\$	-	\$	40,000	\$	-	General Fund	Recreation Millage	Parks & Recreation	\$	40,000	\$	40,000	\$	-	Planning Stage
380	Parks & Recreation	Parks	Equipment	Wayfinding	Wilson Acres	2	\$	-	\$	-	\$	10,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
381	Parks & Recreation	Parks	Equipment	Playground replacement	Wilson Acres	3	\$	-	\$	-	\$	-	\$	-	\$	125,000	\$	-	General Fund	Grants	Parks & Recreation	\$	125,000	\$	125,000	\$	-	Planning Stage
382	Parks & Recreation	Parks	Paving	Accessible routes	Wilson Acres	2	\$	-	\$	-	\$	-	\$	-	\$	45,000	\$	-	Grants	General Fund	Parks & Recreation	\$	45,000	\$	45,000	\$	-	Planning Stage
383	Parks & Recreation	Parks	Equipment	Mobile Recreation	N/A	3	\$	-	\$	-	\$	-	\$	-	\$	-	\$	500,000	Grants	General Fund	Parks & Recreation	\$	500,000	\$	500,000	\$	-	Planning Stage
384	Parks & Recreation	Parks	Equipment	ADA ramp for stage	N/A	2	\$	30,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	30,000	\$	30,000	\$	-	Planning Stage
385	Parks & Recreation	Administration	Technology	Digitize records	N/A	2	\$	-	\$	150,000	\$	-	\$	-	\$	-	\$	-	General Fund	Recreation Millage	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Planning Stage
386	Parks & Recreation	Parks	Paving	Walking path and site accessibility	Mies Park	2	\$	-	\$	25,000	\$	-	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	25,000	\$	25,000	\$	-	Planning Stage
387	Parks & Recreation	Parks	Equipment	Senior Playground	Mies Park	2	\$	-	\$	-	\$	-	\$	-	\$	150,000	\$	-	Grants	General Fund	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Planning Stage
388	Parks & Recreation	Parks	Technology	Wayfinding	Mies Park	2	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
389	Parks & Recreation	Parks	Paving	Accessible routes	Moelke Park	2	\$	-	\$	-	\$	-	\$	-	\$	40,000	\$	-	Grants	General Fund	Parks & Recreation	\$	40,000	\$	40,000	\$	-	Planning Stage
390	Parks & Recreation	Parks	Technology	Wayfinding	Moelke Park	2	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
391	Parks & Recreation	Parks	Equipment	Playground replacement	Moelke Park	2	\$	-	\$	-	\$	-	\$	-	\$	125,000	\$	-	General Fund	Grants	Parks & Recreation	\$	125,000	\$	125,000	\$	-	Planning Stage
392	Parks & Recreation	Parks	Paving	Accessible routes	Nash Park	2	\$	-	\$	-	\$	-	\$	-	\$	85,000	\$	-	General Fund	Grants	Parks & Recreation	\$	85,000	\$	85,000	\$	-	Planning Stage
393	Parks & Recreation	Parks	Equipment	Playground replacement	Nash Park	2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	125,000	General Fund	Grants	Parks & Recreation	\$	125,000	\$	125,000	\$	-	Planning Stage
394	Parks & Recreation	Parks	Technology	Wayfinding	Nash Park	2	\$	-	\$	-	\$	-	\$	-	\$	15,000	\$	-	General Fund	Grants	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
395	Parks & Recreation	Parks	Paving	Tennis court replacement	Nash Park	4	\$	-	\$	-	\$	-	\$	-	\$	-	\$	125,000	General Fund	Grants	Parks & Recreation	\$	125,000	\$	125,000	\$	-	Planning Stage
396	Parks & Recreation	Parks	Technology	Wayfinding	Parkview	2	\$	-	\$	5,000	\$	-	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	5,000	\$	5,000	\$	-	Planning Stage
397	Parks & Recreation	Parks	Equipment	Playground replacement	Pastor Park	2	\$	-	\$	-	\$	100,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	100,000	\$	100,000	\$	-	Planning Stage
398	Parks & Recreation	Parks	Paving	Accessible routes	Pastor Park	2	\$	-	\$	-	\$	15,000	\$	-	\$	-	\$	-	Road Funds	General Fund	Parks & Recreation	\$	15,000	\$	15,000	\$	-	Planning Stage
399	Parks & Recreation	Parks	Technology	Wayfinding	Pastor Park	2	\$	-	\$	-	\$	10,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
400	Parks & Recreation	Parks	Technology	Wayfinding	Prides Court	2	\$	-	\$	-	\$	5,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	5,000	\$	5,000	\$	-	Planning Stage
401	Parks & Recreation	Parks	Equipment	Playground and accessibility	Prides Court	2	\$	-	\$	-	\$	75,000	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	75,000	\$	75,000	\$	-	Planning Stage
402	Parks & Recreation	Parks	Paving	Accessible routes	Quakertown Park	2	\$	-	\$	-	\$	-	\$	-	\$	8,000	\$	-	General Fund	Grants	Parks & Recreation	\$	8,000	\$	8,000	\$	-	Planning Stage
403	Parks & Recreation	Parks	Technology	Wayfinding	Quakertown Park	2	\$	-	\$	-	\$	-	\$	-	\$	10,000	\$	-	General Fund	Grants	Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
404	Parks & Recreation	Parks	Technology	Wayfinding	Rotary Park	1	\$	100,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	Grants	Parks & Recreation	\$	100,000	\$	100,000	\$	-	Planning Stage
405	Parks & Recreation	Parks	Building	Comfort station	Rotary Park	3	\$	-	\$	-	\$	-	\$	150,000	\$	-	\$	-	Grants	General Fund	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Planning Stage
406	Parks & Recreation	Parks	Paving	Bike/Walk	Rotary Park	2	\$	-	\$	-	\$	400,000	\$	-	\$	-	\$	-	Grants	Road Funds	Parks & Recreation	\$	400,000	\$	400,000	\$	-	Planning Stage
407	Parks & Recreation	Parks	Paving	Walking path and accessibility	Rotary Park	2	\$	-	\$	-	\$	-	\$	20,000	\$	50,000	\$	50,000	General Fund	Road Funds	Parks & Recreation	\$	120,000	\$	120,000	\$	-	Planning Stage
408	Parks & Recreation	Parks	Building	Comfort Station renovation	Rotary Park	2	\$	-	\$	-	\$	-	\$	-	\$	150,000	\$	-	Grants	General Fund	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Planning Stage
409	Parks & Recreation	Parks	Equipment	Senior Playground	Rotary Park	2	\$	-	\$	150,000	\$	-	\$	-	\$	-	\$	-	Grants	General Fund	Parks & Recreation	\$	150,000	\$	150,000	\$	-	Planning Stage
410	Parks & Recreation	Golf	Paving	cart path repairs	Fox Creek Golf Course	2	\$	8,000	\$	8,000	\$	8,000	\$	8,000	\$	8,000	\$	8,000	Golf Course Fees	Recreation Millage	Parks & Recreation	\$	48,000	\$	48,000	\$	-	Planning Stage
411	Parks & Recreation	Golf	Land Improvement	Tee box repairs	Fox Creek Golf Course	2	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	\$	5,000	Golf Course Fees	Recreation Millage	Parks & Recreation	\$	30,000	\$	30,000	\$	-	Planning Stage
412	Parks & Recreation	Golf	Land Improvement	Bunker renovation	Fox Creek Golf Course	2	\$	15,000	\$	15,000	\$	15,000	\$	15,000	\$	15,000	\$	15,000	Golf Course Fees	Recreation Millage	Parks & Recreation	\$	90,000	\$	90,000	\$	-	Planning Stage
413	Parks & Recreation	Golf	Equipment	Reel Grinder	Fox Creek Golf Course	2	\$	-	\$	-	\$	-	\$	40,000	\$	-	\$	-	Golf Course Fees		Parks & Recreation	\$	40,000	\$	40,000	\$	-	Planning Stage
414	Parks & Recreation	Golf	Equipment	Pump station	Fox Creek Golf Course	2	\$	80,000	\$	-	\$	-	\$	-	\$	-	\$	-	Golf Course Fees		Parks & Recreation	\$	80,000	\$	80,000	\$	-	Planning Stage
415	Parks & Recreation	Golf	Paving	Accessibility	Fox Creek Golf Course	2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	45,000	Golf Course Fees	Grants	Parks & Recreation	\$	45,000	\$	45,000	\$	-	Planning Stage
416	Parks & Recreation	Golf	Land Improvement	Drainage #7, 10, 13 & 18	Fox Creek Golf Course	2	\$	-	\$	25,000	\$	15,000	\$	10,000	\$	-	\$	-	Golf Course Fees	Grants	Parks & Recreation	\$	50,000	\$	50,000	\$	-	Planning Stage
417	Parks & Recreation	Golf	Building	club house accessibility	Fox Creek Golf Course	2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	125,000	Golf Course Fees		Parks & Recreation	\$	125,000	\$	125,000	\$	-	Planning Stage
418	Parks & Recreation	Golf	Technology	Wayfinding	Fox Creek Golf Course	2	\$	-	\$	-	\$	-	\$	25,000	\$	-	\$	-	Golf Course Fees	Grants	Parks & Recreation	\$	25,000	\$	25,000	\$	-	Planning Stage
419	Parks & Recreation	Golf	Paving	Wash pad	Fox Creek Golf Course	3	\$	-	\$	-	\$	10,000	\$	-	\$	-	\$	-	Golf Course Fees		Parks & Recreation	\$	10,000	\$	10,000	\$	-	Planning Stage
420	Parks & Recreation	Golf	Paving	Clubhouse pavers	Fox Creek Golf Course	3	\$	-	\$	20,000	\$	-	\$	-	\$	-	\$	-	Golf Course Fees		Parks & Recreation	\$	20,000	\$	20,000	\$	-	Planning Stage
421	Parks & Recreation	Golf	Paving	cart																								

462	Fire	Fire Fighting	Vehicle	Aerial Tower	Fire Station No.3	1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,700,000	General Fund	Public Safety	\$	1,700,000	\$	1,700,000	\$	-	Planning Stage
463	Fire	Fire Fighting	Vehicle	Fire EMS Squad	Fire Station No.1 (Headquarters)	1	\$	255,000	\$	255,000	\$	275,000	\$	275,000	\$	300,000	\$	300,000	General Fund	Public Safety	\$	1,660,000	\$	1,660,000	\$	-	Planning Stage
464	Fire	Fire Fighting	Vehicle	Fire Engine Replacement ENG 1 ENG 3 ENG 4 ENG 6	Fire Station No.1 (Headquarters)	1	\$	-	\$	630,000	\$	650,000	\$	680,000	\$	680,000	\$	-	General Fund	Public Safety	\$	2,640,000	\$	2,640,000	\$	-	Planning Stage
465	Information Systems		Technology	Replace Virtual Host Servers	City Hall	1	\$	60,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund	General Government	\$	60,000	\$	60,000	\$	-	Planning Stage
466	Information Systems		Technology	Replace Halon System in Server Room.	City Hall	3	\$	-	\$	30,000	\$	-	\$	-	\$	-	\$	-	General Fund	General Government	\$	30,000	\$	30,000	\$	-	Planning Stage
467	Information Systems		Technology	Upgrade Wifi Network	City Hall	2	\$	-	\$	-	\$	-	\$	-	\$	-	\$	100,000	General Fund		\$	100,000	\$	100,000	\$	-	Planning Stage
468	Information Systems		Technology	Refresh Network Switches	City Hall	2	\$	-	\$	-	\$	-	\$	150,000	\$	-	\$	-	General Fund		\$	150,000	\$	150,000	\$	-	Planning Stage
469	Information Systems		Technology	Replace Server Room UPS	City Hall	3	\$	-	\$	-	\$	25,000	\$	-	\$	-	\$	-	General Fund		\$	25,000	\$	25,000	\$	-	Planning Stage
470	Information Systems		Technology	Recable Rec Center	Kirksey Recreation Center	1	\$	-	\$	40,000	\$	-	\$	-	\$	-	\$	-	General Fund		\$	40,000	\$	40,000	\$	-	Planning Stage
471	Information Systems		Technology	Redesign Website	City Hall	1	\$	20,000	\$	-	\$	-	\$	-	\$	-	\$	-	General Fund		\$	20,000	\$	20,000	\$	-	Planning Stage
472	Information Systems		Technology	Refresh Backup system	City Hall	1	\$	-	\$	-	\$	-	\$	-	\$	-	\$	100,000	General Fund		\$	100,000	\$	100,000	\$	-	Planning Stage
473	Information Systems		Technology	Expand Security Cameras	City Hall	1	\$	25,000	\$	25,000	\$	25,000	\$	-	\$	-	\$	-	General Fund		\$	75,000	\$	75,000	\$	-	Planning Stage
474	Information Systems		Technology	Develop disaster recovery site at LPD	City Hall	1	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$	-	General Fund		\$	200,000	\$	200,000	\$	-	Planning Stage

UNAPPROVED MINUTES

1

MINUTES OF THE 1,183rd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, February 8, 2022, the City Planning Commission of the City of Livonia held its 1,183rd Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

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

Members absent: Betsy McCue Sam Caramagno

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

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

ITEM #4 2022-2027 CAPITAL IMPROVEMENTS PROGRAM

Mr. Caramagno, Secretary, announced the next item on the agenda, the Capital Improvements Program for the years 2022-2027.

Mr. Taormina: Thank you. This item involves consideration of the City's Six-year Capital Improvements Program. Like previous plans, the 2022 – 2027 (CIP) incorporates recommendations from each of the various city departments that are responsible for planning and overseeing significant capital improvements. The plan provides a schedule of anticipated public capital expenditures

over a six-year period. It begins in 2022 and ends in 2027. Included with each entry is a brief description of the capital improvement, the city department responsible for overseeing the project, the year or years that implementation is anticipated, the location, annual cost, funding sources, total project cost, the city share of the total cost, project status, priority ranking, and area benefited. So, it includes a lot of information on each capital item. A new approach was used to create this CIP. Instead of compiling the data from each department and then combining it into a single spreadsheet, the information was entered using a database program and is being stored on SharePoint, which is a cloud-based content management platform. There are several benefits to doing it this way, but most importantly what it does is allows the Capital Improvements Program to become a living document since the data can be updated at anytime and instantly retrieved. Currently the 2022 – 2027 CIP has 422 entries with a total estimated cost of \$268,000,000. There are eight major project categories. I will give you a quick breakdown of the anticipated expenditures in each one of the categories. First is Building, with 110 entries and \$95 million. Equipment with 113 entries and \$17.2 million. Land Improvement projects with 28 entries and \$20.4 million. Paving with 54 entries and \$53.2 million. Technology with 70 entries and \$3.9 million. Vehicle purchases with 30 entries and \$20.2 million. Water and Sewer with 10 entries and \$32.9 million. The eighth and final category is Other with eight entries and a cost of about \$25 million. The Planning Commission is required to regularly prepare a Capital Improvements Program of Public Structures and Improvements pursuant to the Michigan Planning and Enabling Act (PA 33 of 2008). What the CIP does is serve as a guide for forecasting and budgeting. It is not to meant to replace the Annual Budget by any means. This is just a list of projects that are desired by each of the departments. Some of them are recurring expenses. Others would fall under the category of a “wish list”. Some may never come to fruition, but...again it serves as a guide for budgeting and forecasting.

Mr. Wilshaw: Excellent, Mr. Taormina. Normally this is presented to us on a spreadsheet with many pages and really microscopic print, so this is a nice update for you guys to use this new format and I think it will work out well going forward.

Mr. Taormina: Thank you.

UNAPPROVED MINUTES

3

Mr. Wilshaw: Obviously, we are not going to talk about it a lot this evening, but this is a lot of work that goes into making these. A lot of coordination from different departments, so we appreciate the hard work that goes into that.

Mr. Taormina: Thank you, again.

Mr. Wilshaw: Is there any questions for comments from any the commissioners in regard to the Capital Improvement Program?

Mr. Bongero: Mark, so each department puts in their wish list. So, like the new Police headquarters, \$40 million. That would be their wish list, but they have an alternate to renovate the existing for \$20 million.

Mr. Taormina: Correct.

Mr. Bongero: So, either way they want something?

Mr. Taormina: Either way. Apparently, there is something that needs to be done. Again, the CIP includes very few details. The Police Headquarters is one of the outliers that I think we have seen in the Capital Improvements Program going back at least ten years.

Mr. Bongero: Thank you

Mr. Taormina: Maybe 20 now.

Mr. Wilshaw: I was thinking almost maybe 20 years now they have been asking for that. It is desperately needed.

Mr. Taormina: This by the way shows you what the program looks like with a couple of examples. It is a scrolling list. You can see each one of the entries that is provided with all the information.

Mr. Wilshaw: Excellent. Any other questions from anybody? If not, there is recommended motion in our packet if someone would like to offer it.

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

#02-12-2022 **WHEREAS**, pursuant to the Michigan Planning Enabling Act, P.A. 33 of 2008, the City Planning Commission is responsible for the preparation of a Capital Improvements Program for the ensuing six years; and

WHEREAS, the 2022 - 2027 Capital Improvements Program, prepared through a joint effort of several City departments, has been submitted to the City Planning Commission for consideration; and

WHEREAS, duly-noticed City Planning Commission public meeting was held on February 8, 2022; and

WHEREAS, the Capital Improvements Program presents a realistic program to aid in the determination of a complete fiscal planning strategy for the City of Livonia; and

WHEREAS, the City Planning Commission stands ready to do all things necessary to cooperate with the Mayor and City Council in maintaining a functioning program of capital improvements and capital budgeting for the City of Livonia; therefore

BE IT RESOLVED, the City Planning Commission hereby adopts the 2022 - 2027 Capital Improvements Program; and

BE IT RESOLVED, that the City Planning Commission recommends the City Council adopt this Capital Improvements Program and use it as a guide to funding priority capital projects with the program.

Mr. Wilshaw: I do want to note for the minutes that I didn't ask if there was anyone in the audience with any comments on this because there is no one left in our audience. I just had to get that in the minutes.

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



LETTER TO THE LIVONIA CITY COUNCIL

19.

Law
February 3, 2022

MEETING DATE

Regular Meeting of
February 16, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED:
Department of Law, re: Petition 2021-11-01-08 submitted by Schoolcraft College, to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.
Public Hearing held on February 23, 2022.

BACKGROUND

Ordinance from Public Hearing of February 23, 2022

RECOMMENDATION

First Reading

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. PH022322 Petition 2021-11-01-08 (Schoolcraft) Minutes
2. LTC PH012622
3. 2021-11-01-08_Schoolcraft_E-COUNCIL Pkt
4. Pet. 2021-11-01-08 - Schoolcraft College
5. DIRECTION

APPROVED BY

A handwritten signature in blue ink, appearing to read "Paul Bernier".

Paul Bernier, City Attorney

Date: February 24, 2022

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

Date: February 25, 2022

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Wednesday, February 23, 2022

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Wednesday, February 23, 2022.**

MEMBERS PRESENT: Jim Jolly, President
 Laura Toy, Vice President (audio only) *
 Brandon McCullough
 Scott Morgan

MEMBERS ABSENT: Scott Bahr
 Rob Donovic
 Kathleen McIntyre

OTHERS PRESENT: Leo Neville, Assistant City Attorney
 Mark Taormina, Planning and Economic Dev. Director
 Sara Kasprovicz, Recording Secretary

* Laura Toy called in via phone, pursuant to ADA.

The Public Hearing was called to order at 7:00 p.m. with President Jim Jolly presiding. This item is regarding Petition 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.

This item will move to the Regular Meeting of **March 14, 2022.**

The Public Hearing is now open. There were 4 persons in the audience.

Jolly: Three of the items have the same petitioner, so if there is no objection, I'm going to call the items 1, 2 and 3, all at the same time. I will read them off, if the representative from Schoolcraft would approach the podium while I am doing so, I would appreciate that. Before we get started, I'll just remind the Council here that this is a public hearing. The primary purpose of this hearing is for the public to speak in regards to these items. We'll go to Mr. Taormina to start with the initial presentation, then to Schoolcraft College, then to any public comment, then to the Council. Mr. Taormina?

Taormina: Thank you, Mr. President. This petition and the two (2) that follow it involve amendments to the zoning map. All three (3) affect properties that are owned by Schoolcraft Community College. Two (2) of the three (3) properties are located south of Schoolcraft's main campus on Haggerty Road, while the third

is at one of the college's satellite facilities on Merriman Road in the City's industrial corridor. All three would change the zoning to P-L, Public Land, which treats educational uses, universities and colleges, including the ancillary uses and facilities as permitted uses, and would be consistent with the zoning classification for most of the college's properties, which are currently in use for educational purposes. The first petition involves land that is on the south side of the college's south parking lot. This parcel here. The zoning would change from C-1, Local Business, to P-L, Public Land. This site has roughly 2.45 acres in area. It is currently vacant and is formally described as Unit 15, College Park Condominium.

The second parcel is the smallest of the three. This measures just under a ½ acre in size and is located on the north side of College Parkway. The request would change the zoning here from C-4, Highrise Commercial. This site is also undeveloped and was formally described as Unit 11, College Park Condominium.

The third would change the zoning from M-2, General Manufacturing. Located at the northwest corner of Merriman and Glendale. This site is the farthest from the main campus. This is an approximate 3-acre parcel. It is the location of the college's most recently established Manufacturing and Engineering Center, which houses a variety of technical and special trades programs for the college, including Computer Aid and Design, Engineering Electronics Advanced Manufacturing Energy Plastic-Type Technology, Robotics and others. The Planning Commission is recommending approval of the rezoning in all three cases. Thank you.

Jolly: Petitioner, can you give us brief description as to why you seek to rezone these properties?

Aoun: Sure. Kevin Aoun on behalf of Schoolcraft Community College. So, what we're doing right now, is taking land that is currently not zoned public land that we intend to use for just school-related purposes. What this does, is it narrows the scope of how these properties can be used. That's why we're doing this. We view this as something that's a little bit more administrative. We don't have a true plan for two (2) out of the three (3) locations. One of them is already fully built out. The two vacant ones that are up on the screen right now, Unit 11 and Unit 15, there is no true plan, but we're running out of space on our campus. What we're trying to do, is to say, 'how can we maximize the land that we own right now?' For this kind of oddball piece that is at the bottom, which is number two (2) on the petition, that would be Unit 11. That one, it's a very odd-shaped parcel, so the thought right now, the prevailing thought is potentially a storage facility. We're trying to maximize the other aspects of campus. Its not cemented in plans, but what else could we really use that for? It has very limited parking, very limited access. Its kind of orphaned from the rest of campus so it would be more for maintenance and warehouse kind of items. Again, just a thought. For the other one that's contiguous with our other Public

Lands in the childcare center that is there, that childcare center is a little bit older, so we're kind of looking and saying, 'is that something we should be redeveloping and remodeling? Should we move it to a different location so then we have bigger space there to do something else?' We've had a ton of development, a ton of growth on campus in the past ten (10) years. That's kind of the next parcel where we ask how we can maximize that. We don't have a true plan for it, but we want to get this done administratively right now. For the other one, it's just a cleanup piece for the MEC building. That one is fully built out. It's down there being used solely for school related purposes. If you haven't toured it, please do, it's fantastic. This facility is state-of-the-art, it's a good feeder program for businesses in the area. It's good for developing trades, which is helping put people in jobs, where there are needs in the community. The MEC building, again, it's just administrative, it's used solely for school purposes so it's consistent with the zoning of Public Land.

Jolly: Thank you, sir. Is there anybody from the public that would like to speak to items 1, 2 or 3 on the agenda, the Schoolcraft items? For the record, there is no public approaching the podium, there is no one waiting to speak to Council. Anyone on Council have any questions? Mr. McCullough?

McCullough: No questions, but I'm prepared to make a motion to, can I package these, or should I do them one at a time? You can package them as long as the record is clear. I'll offer an approving for items 1, 2 and 3.

Jolly: So that is three separate approving on items 1, 2 and 3. Mr. Morgan, do you have anything? Ms. Toy, do you have anything to add?

Toy: No, I'm glad you're using the property, that's great.

Jolly: Thank you. I just have one question, in regards to these lands off of Haggerty Road. Are you abandoning the commercial intention that was initially established or do you expect, at some point in the future, to potentially come back to seek commercial classification?

Aoun: Our intention is not to come back for commercial classification. If that was our intention, we wouldn't bother going through the process. It's a fair question, right? We pulled it out and we had a developer lined up. The developer actually, pretty much gave the property back to us as a result of not being able to come to use for it. Since we're getting it back, we said let's put it in Public Land, so we can use it for ourselves. If we ever wanted to make it a commercial property, to be truly used for non-school related purposes, I think we'd have to come back for this whole process and unwind it. I think the question right now, are we abandoning it, yes.

Jolly: Ok. The second question for Mr. Taormina. By passing these as public lands, in particular, the southern portion, the southern plot there, which has been now petitioned to be Public Land, yes, if they want to develop that for a school-use

purpose, would they have to seek a site plan approval from us if this were Public Land, or no?

Taormina: Not likely. As long as it's affiliated with the campus, it would be treated as permitted use with no required site plan review. There may be some exceptions to that, if it's not listed or falls outside of college purposes. The chance that, to answer your question, very likely chance it would not require some type of review.

Jolly: The only reason I bring that up is because obviously a lot of investment has taken place on either side of this property and I would hope that if you do develop it into a storage facility, that it would be tastefully done as to not detract from the other businesses around there.

Aoun: That would only hurt us if we did something in a negative light. If you look at any of our other buildings, we're winning awards for what we're putting into them and how we're doing it and doing it a state-of-the-art fashion. Just to comment, historically, we've always come before the City of Livonia, we view you as a partner when we do this. We have review and comment for when we do build out buildings, such as this. So, this way, everyone is in line with the development of the space itself. Again, we would bring that for review and comments with the city.

Jolly: I appreciate everything, I appreciate everything you said here tonight. Because this is my habit of doing, I think your colleague is probably expecting this, we view you as a partner as well, the way in which the signage is hanging on the dome, I'll say, from my perspective, is not a very partner-like. With that being said, if there is no one from the community or anybody on Council who wants to say anything else, we'll close these public hearings. You have approvals for the meeting, thank you.

Aoun: For what particular meeting?

Jolly: That's on the meeting of March 14th.

As there were no further questions or comments, the Public Hearing was declared closed at 7:12 p.m.



LETTER TO THE LIVONIA CITY COUNCIL

Planning
December 15, 2021

MEETING DATE

Public Hearing of
January 26, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Petition 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.

BACKGROUND

RECOMMENDATION

At the 1,180th Public Hearing and Regular Meeting held by the City Planning Commission on December 14, 2021; the following resolution was unanimously adopted:

#12-69-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on December 14, 2021, on Petition 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands. the Planning Commission does hereby recommend to the City Council that Petition 2021-11-01-08 be approved for the following reasons:

1. That future use and development of the property is intended for Schoolcraft College purposes and P-L zoning is a more appropriate zoning.
2. That the proposed change of zoning will provide the college an opportunity to develop the subject property in a manner that is consistent with their needs.
3. That P-L zoning is compatible to and in harmony with the existing zoning of College's main campus, and
4. That the proposed change corresponds to the College's ownership of the subject property.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and Section 13.15 of Livonia Vision 21 Zoning Ordinance.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-11-01-08_Schoolcraft_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development
Director

Date: December 16,
2021



Maureen Miller Brosnan, Mayor

Date: December 22,
2021

Petition 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.

REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. **You are invited and encouraged to review your proposal with the Planning Department staff.**

Date Filed: 11-12-21 Petition 2021-11-01-08

Site Address: 17950 College Parkway Sidwell 189-99-0037-000

Requesting To Rezone Property From New Zone C-1 To PL

For the Following Reason (s) Owned by Schoolcraft; See attached letter

Applicant: Kevin M. Aoun (outside counsel) Business/Company: Seyburn Kahn

Applicant's Address: 2000 Town Center Suite 1500 City: Southfield State: MI Zip Code: 48075

Applicant's Phone # (248) 353-7620 Applicant's Email kaoun@seyburn.com

Please provide the following information:

- 1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.
- 2) **Fully Dimensional Map (3 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@ci.livonia.mi.us

Owner of Property: Schoolcraft Community College

Owner's Address: 18600 Haggerty Rd City: Livonia State: MI Zip Code: 48152

Owner's Phone # 734 462-4400 Owner's Email gcerny@schoolcraft.edu

Signature of Owner: [Signature] Print Name: Dr. Glenn Cerny

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

on this 11th day of November 2021

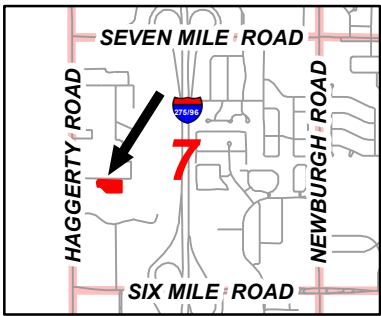
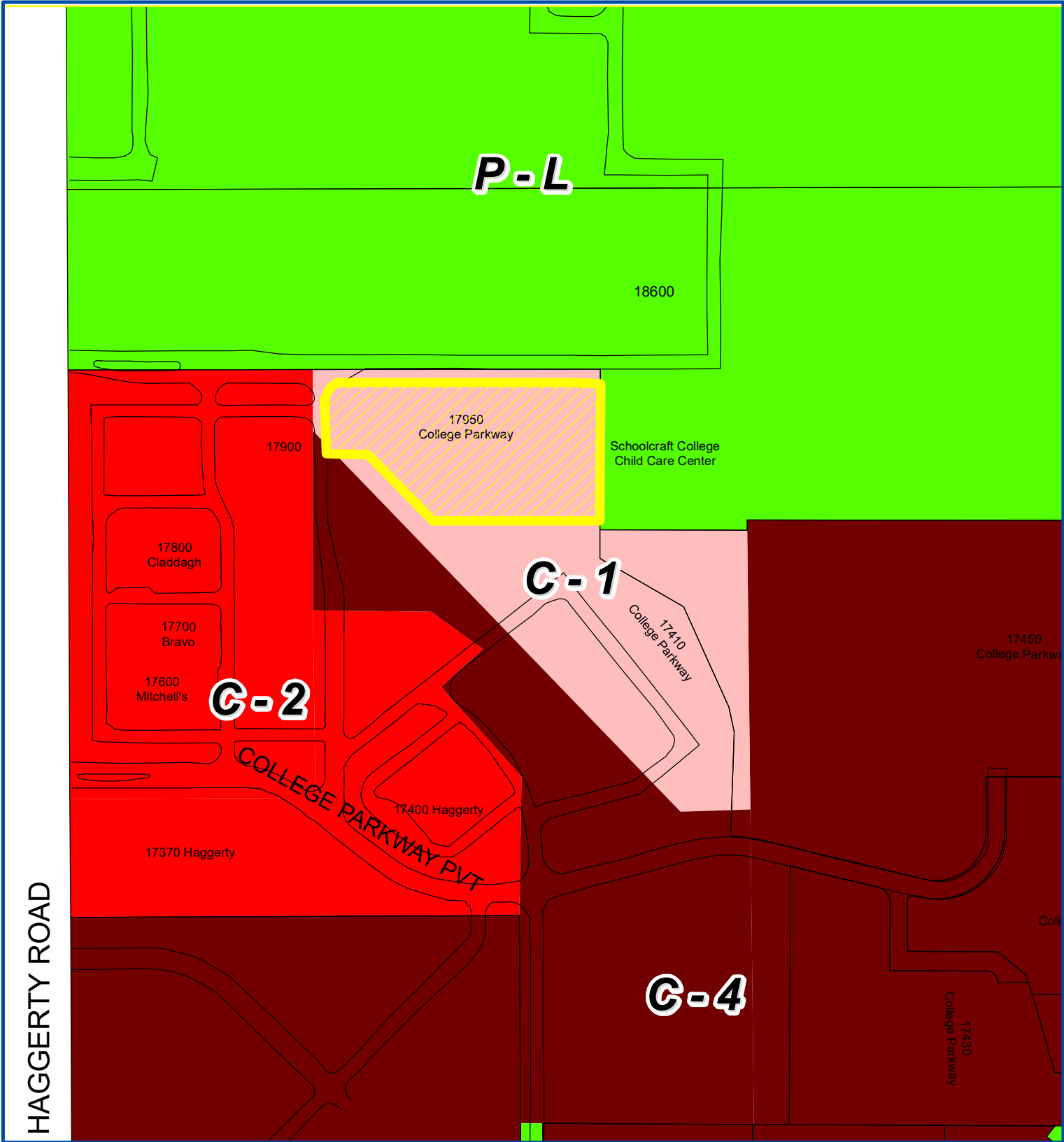
Signature of Notary [Signature] My commission expires 10-3-22

APPROVED AS FORM
Department of Law

By: [Signature]

Date: 11/12/2021

JANINE R. GILLOW
Notary Public, State of Michigan
County of Wayne
My Commission Expires Oct. 03, 2022
Acting in the County of Wayne



Address & Zoning Map

Petition 2021-11-01-08
Schoolcraft College
17950 College Parkway
From C-1 to P-L

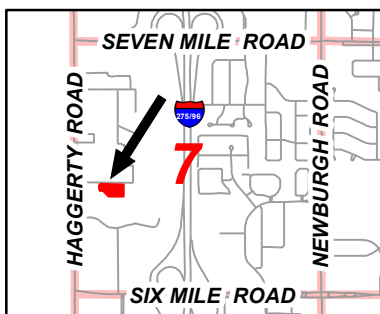


Not to Scale

City of Livonia
Planning Department



HAGGERTY ROAD



Aerial Map

Petition 2021-11-01-08
Schoolcraft College
17950 College Parkway
From C-1 to P-L



Not to Scale



City of Livonia
Planning Department

Parks & Community

18600

17950
College Parkway

Schoolcraft College
Child Care Center

17900

17800
Claddagh

17700
Bravo

17600
Mitchell's

17410
College Parkway

17450
College Parkway

17400 Haggerty

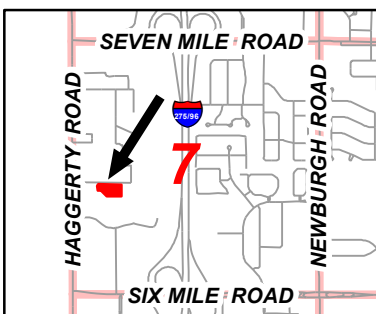
17370 Haggerty

COLLEGE PARKWAY PVT

Regional Commercial

17430
College Parkway

HAGGERTY ROAD



Future Land Use Map

Petition 2021-11-01-08
Schoolcraft College
17950 College Parkway
From C-1 to P-L



Not to Scale

City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest $\frac{1}{4}$ of Section 7, from C-1, Local Business to P-L, Public Lands.

December 7, 2021: Study Meeting:

This is the first of three requests by Schoolcraft College to rezone property it owns to P-L. The subject land was originally a part of College Park Site Condominium, located south of the College's main campus. College Park received approval of the Master Deed, bylaws and site plan in 2003. The subject property was known as Unit 15 of College Park. It measures 2.45 acres in size with approximately 414 feet in frontage along South Drive, a private roadway of the college campus, by a depth of 246 feet along its eastern property line. This property is currently vacant.

To the north of this property is Schoolcraft College, zoned P-L. To the east, west and south are businesses and property that are part of the College Park condominium development, zoned C-1, C-2, and C-4.

In a letter that was submitted with all three rezoning requests, it is explained that the two units that are part of the condominium association were previously rezoned to commercial uses and have since been returned undeveloped to Schoolcraft College. The other property on Merriman Road, known as the College's Manufacturing and Engineering Center, was acquired by Schoolcraft College around 2019. The letter explains that Schoolcraft College would like to rezone the properties to P-L so that their usage stays college related. The letter goes on further to explain that the proposed rezonings would not impact Livonia's tax base because the properties are shown on the tax rolls as school property. Schoolcraft College would like the properties rezoned so that they are consistent with the rest of its campus, which is zoned P-L. Schoolcraft College has not made a final determination as to future uses of the two (2) vacant condominium units. The existing Manufacturing and Engineering Center on Merriman Road is the college's new home for Computer Aided Design (CAD), engineering, electronics, advance manufacturing, mechatronics, metallurgy, plastic technology, robotics & automation, occupational safety, and welding. This facility serves 300-400 students each day.

The Livonia Vision 21 (LV21) Future Land Use map shows the subject area as a *Regional Commercial*.

PUBLIC HEARING

ITEM 1 Petition 2021-11-01-08 – 17950 College Parkway

Page 2

December 14, 2021: Public Hearing:

Approving Resolution: That the request to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium) from C-1 to P-L is hereby approved, subject to City Council approval, for the following reasons:

1. That future use and development of the property is intended for Schoolcraft College purposes and P-L zoning is a more appropriate zoning.
2. That the proposed change of zoning will provide the college an opportunity to develop the subject property in a manner that is consistent with their needs.
3. That P-L zoning is compatible to and in harmony with the existing zoning of College's main campus, and
4. That the proposed change corresponds to the College's ownership of the subject property.

Denying Reasons: That the request to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium) from C-1 to P-L is hereby denied for the following reasons:

1. That the proposed change of zoning is inconsistent with the established pattern of development and would adversely alter the character of the area.
2. That the proposed zoning change is not supported by the Livonia Vision 21 (LV21) Future Land Use map which shows this site as Regional Commercial.
3. That the proposed change of zoning is not needed to develop the subject property in accordance with the Master Plan, and
4. That the proposal fails to conclusively deal with all the concerns deemed necessary for the safety and welfare of the city and its residents.



SEYBURN KAHN
ATTORNEYS & COUNSELORS

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TREVOR J. WESTON
NICOLAS CARMARGO

OF COUNSEL
RICHARD E. BAKER
DAVID C. MAY

*ALSO MEMBER OF NORTH CAROLINA BAR
*ALSO MEMBER OF ILLINOIS BAR
*ALSO MEMBER OF FLORIDA BAR

November 11, 2021

Honorable Members of the City Council and
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

RE: Schoolcraft's Petition to Rezone Units 11 and 15 and the Manufacturing and Engineering Center to Public Lands

Dear Council Members and Planning Commission:

Schoolcraft Community College respectfully requests that the City of Livonia rezone Units 11 and 15 (collectively, the "Units") and 13001 Merriman (the "Manufacturing and Engineering Center") to Public Lands. The Units were previously rezoned to commercial uses and have since been returned undeveloped to Schoolcraft. The Manufacturing and Engineering Center was acquired by Schoolcraft around 2019. Schoolcraft would like to keep its property zoned Public Lands so that it can only be used for college related purposes. This rezoning will not impact Livonia's tax base because the properties are shown on the tax rolls as Schoolcraft's property.

I. PROPERTIES WITH REQUESTED REZONING

Unit 11:

- **Address:** 17420 College Parkway (Per Tax Records; Not On New Zoning Map)
- **Parcel ID:** 189-01-0011-000
- **Current Zoning:** New Zone C-4
- **Legal Description:** UNIT 11, COLLEGE PARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 41832, PAGES 271 THROUGH 334 INCLUSIVE, AS AMENDED BY FIRST AMENDMENT TO MASTER DEED OF COLLEE PARK CONDOMINIUM DATED AS OF NOVEMBER 22, 2004 AND RECORDED JUNE 15, 2005 IN LIBER 42791, PAGE 1, AND BY SECOND AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF MARCH 22, 2006 AND RECORDED JUNE 7, 2006 IN LIBER 44784, PAGE 57, WAYNE COUNTY RECORDS, AND DESIGNATED AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 815, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Unit 15:

- **Address:** 17950 College Parkway
- **Parcel ID:** 189-99-0037-000
- **Current Zoning:** New Zone C-1
- **Legal Description:** UNIT 15, COLLEGE PARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 41832, PAGES 271 THROUGH 334 INCLUSIVE, AS AMENDED BY FIRST AMENDMENT TO MASTER DEED OF COLLEE PARK CONDOMINIUM DATED AS OF NOVEMBER 22, 2004 AND RECORDED JUNE 15, 2005 IN LIBER 42791, PAGE 1, AND BY SECOND AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF MARCH 22, 2006 AND RECORDED JUNE 7, 2006 IN LIBER 44784, PAGE 57, WAYNE COUNTY RECORDS, AND DESIGNATED AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 815, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND AS DESCRIBED IN ACT. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

ALSO DESCRIBED AS: COMMENCING AT THE WEST 1/4 OF SECTION 7, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN; THENCE S. 02°03'12" E. 324.55 FEET ALONG THE WEST LINE OF SAID SECTION 7 AND THE CENTERLINE OF HAGGERTY ROAD (120 FEET WIDE); THENCE N. 88°08'49" E. 1019.64 FEET; THENCE S. 01°39'39" E. 26.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 01°39'39" E. 246.63 FEET; THENCE S. 88°09'01" W. 301.51 FEET; THENCE N. 45°53'43" W. 167.63 FEET; THENCE S. 88°08'49" W 76.98 FEET; THENCE N01°51'21" W 100.97 FEET; THENCE 35.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 42.13 FEET AND A CHORD THAT BEARS N. 34°47'15" E. 34.31 FEET; THENCE N. 88°08'49" E. 414.62 FEET; THENCE S. 89°36'15" E. 60.81 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 7, CONTAINING 2.45 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Manufacturing and Engineering Center

- **Address:** 13001 Merriman, Livonia, MI 48150
- **Parcel ID:** 105-99-0041-002
- **Current Zoning:** New Zone M-2 General Manufacturing
- **Legal Description:** A PARCEL OF LAND LOCATED IN THE COUNTY OF WAYNE, CITY OF LIVONIA, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS: THE SOUTH 190 FEET OF THE NORTH 780 FEET OF THE EAST 825 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, EXCEPT THE EAST 60 FEET THEREOF TAKEN FOR ROAD RIGHT OF WAY, EXCEPT THE NORTH 95 FEET OF THE WEST 115 FEET.

AS SURVEYED LEGAL DESCRIPTION: PART OF THE NORTHEAST QUARTER OF SECTION 27, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION, NOO°02'20"W 543.46 FEET; THENCE N89°22'35"W 60.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF "PARAGON TECHNOLOGY PARK SUB'N", AS RECORDED IN LIBER 101 OF PLATS, PAGE 59, WAYNE COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID PLAT, N89°22'35"W 765.00 FEET; THENCE NOO°02'20"W 95.00 FEET; THENCE 589°22'35"E 115.00 FEET; THENCE NOO°02'20"W 95.00 FEET; THENCE 589°22'35"E 650.00 FEET TO A POINT ON THE WEST LINE OF MERRIMAN ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID WEST LINE, SOO°02'20"E 190.00 FEET TO THE POINT OF BEGINNING.

II. BACKGROUND

Schoolcraft transferred the Units to a developer who has since transferred the Units back to Schoolcraft. The Units are a part of a condominium type development with multiple other parcels utilizing common elements and infrastructure. Most of the College Park development has been completed. Unit 14 was previously transferred back to Schoolcraft and is used for MASCO's global headquarters. Schoolcraft did not seek to have that Unit returned to Public Lands because it is used for a commercial purpose. The developer transferred Unit 15 back to Schoolcraft at the same time Unit 14 was transferred to Schoolcraft. The developer also subsequently transferred Unit 11 back to Schoolcraft. The Units are currently vacant.

The Manufacturing and Engineering Center is Schoolcraft's new home for Computer Aided Design (CAD), Engineering, Electronics, Advanced Manufacturing, Mechatronics, Metallurgy, Plastic Technology, Robotics & Automation, Occupational Safety, and Welding. The facility serves 300-400 students each day (including local high school students) and is one way that Schoolcraft is investing resources to meet the modern labor demand for engineering technology professionals.

III. FUTURE USE:

Schoolcraft's future use for the Manufacturing and Engineering Center is to continue the significant progress made in developing and transforming education to meet the modern workforce demands. Schoolcraft has not made a final determination as to the Units future uses. However, Schoolcraft is committed to keeping the Units uses consistent with and limited to those set forth in the Community College Act (MCL 389.101, et seq. specifically MCL 389.121, 123, and 126). As such, Schoolcraft would like the properties rezoned to be consistent with the rest of its campus which is likewise zoned as Public Lands.

IV. CITY'S TAX BASED UNCHANGED

The Units and the Manufacturing and Engineering Center are owned by Schoolcraft, which is reflected on the tax rolls. So the rezoning will have zero impact on Livonia's tax base.

V. CONCLUSION

This request is part of cleaning up title and zoning related issues for Schoolcraft property that is dedicated to school related uses. Accordingly, the land should be rezoned to Public Lands since that will limit the future use of this land. Thank you for your time and consideration. We look forward to working with you as Schoolcraft looks to continue to developing, modernizing, and improving its campus.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

SEYBURN KAHN

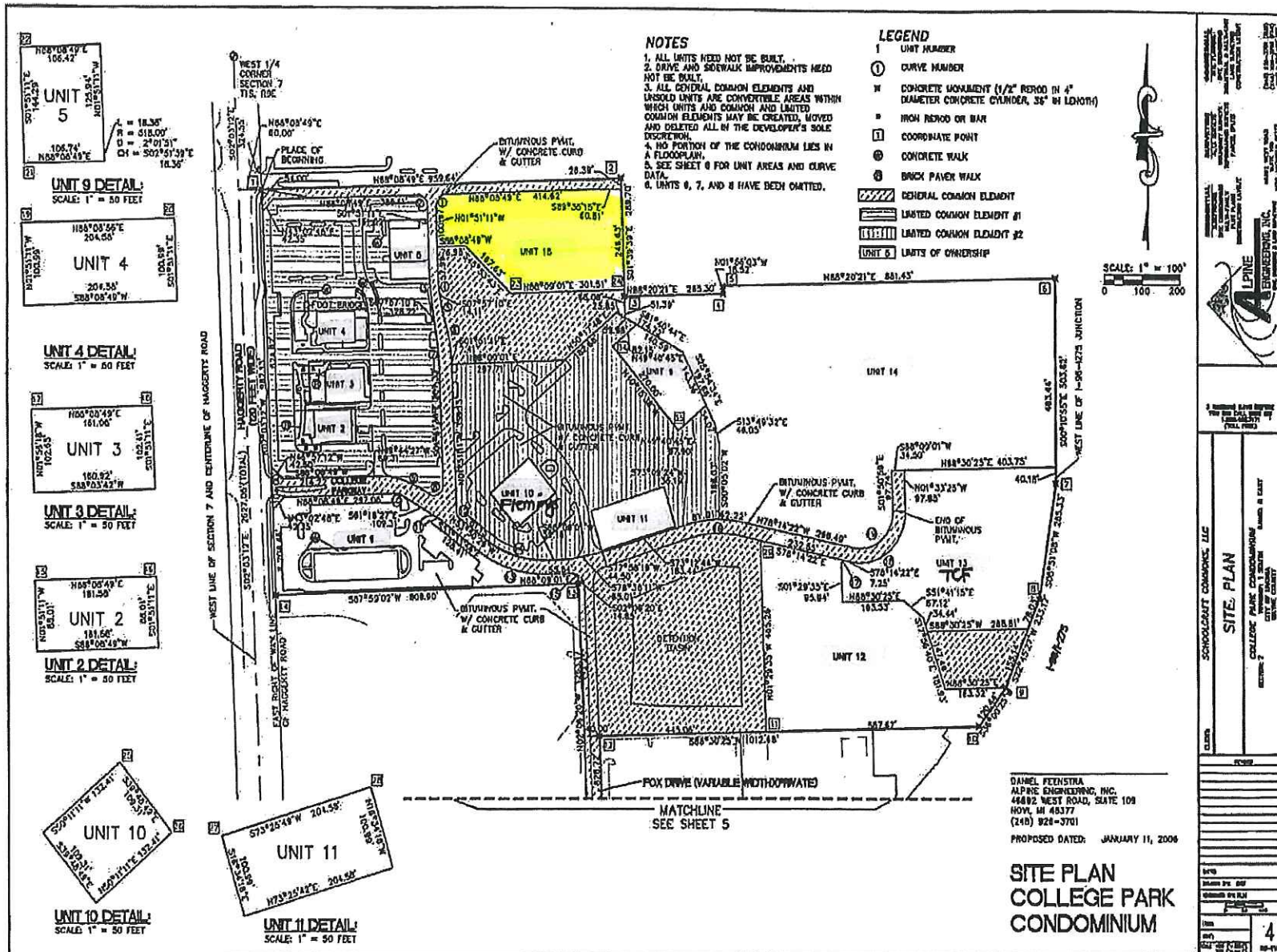
A handwritten signature in black ink, appearing to read 'KMA', written over a horizontal line.

Kevin M. Aoun

KMA/ck

CC: Glenn Cerny; Planning@ci.livonia.mi.us

Enclosures



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

November 29, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-11-01-08 – #17950 College Parkway

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of **#17950 College Parkway**. The legal description contained with the petition appears to be correct, with the exception a typo on one of the bearings. If the petition is approved, the legal description on file with the City Assessing Department should be used, as it is the same as the one submitted, without the typo. This department does not feel the change in zoning is appropriate for the subject property, as it would allow for building specifications (signage, coverage, setbacks, etc.) that would be less stringent than those that were required for the neighboring parcels within the same development.

Although we do not foresee any negative impacts to the existing utilities should the site be developed, the owner will need to provide calculations showing that the proposed development does not exceed the design capacities that were provided by the overall development. The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia. Privately-owned storm sewer is available within the existing College Park Development, with detention for the subject parcel already being provided.

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

Sincerely,

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

cc: 2021 Petition File

DEPARTMENT OF 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 16, 2021

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



Petition 2021-11-01-08 - 17950 College Parkway

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,

A handwritten signature in blue ink that appears to read "Connie Kumpula".

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

November 17, 2021

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

Re: Petition 2021-11-01-08

17950 College Parkway
Schoolcraft College

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. This is listed as an exempt parcel, there are no taxes due, therefore I have no objections to the proposal.

Sincerely,



Lynda L. Scheel
Treasurer, City of Livonia

UNAPPROVED MINUTES

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MINUTES OF THE 1,180th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, December 14, 2021, the City Planning Commission of the City of Livonia held its 1,180th Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present: David Bongero Sam Caramagno Betsy McCue
 Carol Smiley Peter Ventura Ian Wilshaw

Members absent: Glen Long

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

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

ITEM #1 PETITION 2021-11-01-08

Schoolcraft

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.

UNAPPROVED MINUTES

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Mr. Wilshaw: Mr. Taormina, did you want to talk about the items #1 and #2 sort of collectively? We will still read them out separately and have votes separate, obvious, but...

Mr. Taormina: I can do that. Thank you. This is a request to rezone property. In this case, it is from C-1 (Local Business) to PL (Public Lands). This property was formerly described as Unit 15 of College Park Condominium. The property is 2.45 acres in area. It includes roughly 415 feet of frontage along South Drive, which is a private roadway, that is part of the Schoolcraft College campus. The depth of the site is approximately 245 feet along its east property line. The site is currently vacant. It was approved as Unit 15 with the Master Deed and Bylaws for College Park Condominium in 2003. This request to rezone the property back to its original PL zoning classification is largely due to the fact that the property was returned back to Schoolcraft College, and they have future plans to develop the site for college related purposes. So, while this is Unit 15, the companion petition to this involves what was previously described as Unit 11 of College Park Condominium. This site is a little bit smaller. It is roughly 0.50 acres in size with 200 feet of frontage along College Parkway and a depth of 100 feet. In this case, the zoning of property is C-4 (High Rise Commercial), with a request to rezone the property to the PL (Public Lands) with the same reasons as previously mentioned. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: These three letters apply to both petitions. The first item is from the Engineering Division, dated November 29, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of #17950 College Parkway. The legal description contained with the petition appears to be correct, with the exception a typo on one of the bearings. If the petition is approved, the legal description on file with the City Assessing Department should be used, as it is the same as the one submitted, without the typo. This department does not feel the change in zoning is appropriate for the subject property, as it would allow for building specifications (signage, coverage, setbacks, etc.) that would be less stringent than those that were required for the neighboring parcels within the same development. Although we do not foresee any negative impacts to the existing utilities should the site be developed, the owner will need to provide calculations showing that the proposed development does not exceed the design*

capacities that were provided by the overall development. The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia. Privately-owned storm sewer is available within the existing College Park Development, with detention for the subject parcel already being provided.” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated November 16 , 2021, which reads as follows: *“I have reviewed the addresses 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.”* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated November 17, 2021, which reads as follows: *“In accordance with your request, the Treasurer’s Office has reviewed the name and addresses connected with the above noted petition. This is listed as an exempt parcel, there are no taxes due, therefore I have no objections to the proposal.”* The letter is signed by Lynda Scheel, Treasurer. The is the extent of the correspondence.

- Mr. Wilshaw: Are there any questions of the Planning Director?
- Mr. Ventura: Mr. Taormina, can you address the part of the first paragraph of Mr. Lear’s letter, where he talks about not being in favor of this petition because of differing setbacks, signage requirements, etc.? How big of an issue is that?
- Mr. Taormina: For these properties, it should not be a major issue. The college is afforded special privileges under the PL zoning, as it relates to several zoning provisions. When I say privileges, I mean relaxed standards relative to setbacks and other things, which is inherent with publicly owned properties. The uniqueness of those properties and most of the projects that are developed by the college are done under their own governmental authority.
- Mr. Ventura: Is there a way to split the baby here? I mean if we made an approving resolution tonight and appended it to the effect of the zoning ordinance, in regard to signage, setbacks, etc., would be complied with, would that be kosher?
- Mr. Taormina: It would not be. I would not recommend doing that, simply because that would introduce a conditional component to a rezoning. I would not recommend that we entertain that type of language without first conferring with the Law Department.

Mr. Ventura: Thank you, Mr. Taormina.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for the planning staff? If not, we will go to the petitioner who is in the audience. You are welcome to come forward to our podium. Good evening, Mr. Auon.

Kevin Auon, Seyburn Kahn, representing Schoolcraft, 2000 Town Center, Suite 1500, Southfield, MI, 48075. Good evening. I think I would like to address that last letter if we can and just generally...our plan for the property is unknown at this time. We don't have plans. We have kicked around ideas. This unit, the one that is down here that is a little bit of a wonkier space, the smaller one that is on the screen right now, that is Unit 11. A potential thought for that was a storage facility. Schoolcraft is running out of space. We don't really have intended uses for any of the spaces that we are going to talk about. This applies across the board. We are trying to bring it back into the fold for Schoolcraft's property. One of the things that keeps popping up are the issues of this zoning and ordinance and signage and all of that and the setback requirements. I know it is a little bit odd, because it is normally a commercial entity that comes in and talks to the Planning Commission and City Council and is going through the process. Schoolcraft is a little unique. We are our own subdivision of the state. A local unit of government ourselves. We have elected officials. We have our own jurisdiction. We have our own Constitutional and Statutory authority. All of that is very well delineated and all we are trying to do is administratively put this land back into Public Lands, because it is going to be solely used for school purposes.

Mr. Wilshaw: Alright. Thank you. Let's see if we have any questions for you from any of our commissioners. Any questions for our petitioner?

Mr. Caramagno: So, why now being you have no plans? What is the urgency of moving this property now versus when you know what you are going to do with it?

Mr. Auon: There is no true sense of urgency to get it done now. It is just that we are going through the process of cleaning it up and as we are now dealing with this and we see that this land was not in Public Lands, we wanted to go ahead and get that into Public Lands. At the study meeting it was brought up that there were two other parcels that Schoolcraft owns that are really being

used for the training for First Responders for the most part and that is going to be the sequel here. We are going to move to have those lands moved into Public Lands too so that it is consistent across the boards. I appreciate, Mr. Taormina, that you had brought that up. I was able to approach it with the president of the school and have that discussion with him. He said yeah, absolutely, let's get it in Public Lands. It is our property, and we want to use it for our purposes. This is what we are trying to do. So, it is more administrative, and it stops us from also having the ability to sell it to a commercial entity, who will then use it for commercial purposes. This is solely going to be used for school purposes. If we ever wanted to use it for commercial purposes unrelated to the school, we would have to come before you and the city would have to accept that back out and rezone it. Our point is to just get it done because it is the school's property, and we want to use it for school purposes. It falls under our Statutory and Constitutional authority anyways.

Mr. Caramagno: Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions for our petitioner? No other questions for our petitioner? There is no one else in our audience wishing to speak for or against this item I don't believe. The rest of the folks in our audience are from Schoolcraft. I don't know if any of them wish to speak, but I believe Mr. Auon is representing them adequately.

Mr. Caramagno: I don't know if this is for Mark or for the Schoolcraft folks, but, Mark, in general the properties on the Schoolcraft property are reasonable in size, setback, signage, etc., in general with some exceptions or is that not true?

Mr. Taormina: That is true. There have been no real issues relative to the commercial development that has occurred, and nothing on the main campus property from a zoning standpoint. There are some issues related to the signage along I-275. Aside from that, there is really nothing that I can think of.

Mr. Caramagno: Nothing too outrageous then? No?

Mr. Taormina: No.

Mr. Caramagno: Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions for either Mr. Taormina or our petitioner? If not, Mr. Auon, is there any final

comments you would like to make before we vote on this first item?

Mr. Auon: No, sir.

Mr. Wilshaw: Okay. You can stick around, and we will get a motion on this first item, which is the Unit 15, or the formerly known Unit 15 and then we will move on to the next one. A motion would be in order at this time.

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

#12-69-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on December 14, 2021, on Petition 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands. the Planning Commission does hereby recommend to the City Council that Petition 2021-11-01-08 be approved for the following reasons:

1. That future use and development of the property is intended for Schoolcraft College purposes and P-L zoning is a more appropriate zoning.
2. That the proposed change of zoning will provide the college an opportunity to develop the subject property in a manner that is consistent with their needs.
3. That P-L zoning is compatible to and in harmony with the existing zoning of College's main campus, and
4. That the proposed change corresponds to the College's ownership of the subject property.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and Section 13.15 of Livonia Vision 21 Zoning Ordinance.

Mr. Wilshaw: Is there any discussion?

UNAPPROVED MINUTES

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

AN ORDINANCE AMENDING SECTION 7 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF THE LIVONIA VISION 21 ZONING ORDINANCE KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated December 14, 2021, recommending approval of Petition 2021-11-01-08, having been considered by the Council, and the Council having conducted a public hearing on February 23, 2022, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2021-11-01-08 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Section 13.15 of the Livonia Vision 21 Zoning Ordinance, is hereby amended by adding thereto the following section:

Section 3.____. Petition 2021-11-01-08 submitted by Schoolcraft College is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from C-1 (Local Business) to P-L (Public Lands):

Land situated in the City of Livonia, County of Wayne, State of Michigan described as follows:

Unit 15:

Parcel No. 189-99-0037-000

Unit 15, College Park Condominium, according to the Master Deed recorded in Liber 41832, Pages 271 through 334 inclusive, as amended by First Amendment to Master Deed of College Park Condominium dated as of November 22, 2004 and recorded June 15, 2005 in Liber 42791, Page 1, and by Second Amendment to Master Deed of College Park Condominium dated as of March 22, 2006 and recorded June 7, 2006 in Liber 44784, Page 57, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan Number 815, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Also described as: Commencing at the West 1/4 of Section 7, T.1 S., R. 9 E., City of Livonia, Wayne County, Michigan; thence S. 02°03'12" E. 324.55 feet along the west line of said Section 7 and the centerline of Haggerty Road (120 feet wide); thence N. 88°08'49" E. 1019.64 feet; thence S. 01°39'39" E. 26.39 feet to the point of beginning; thence continuing S. 01°39'39" E. 246.63 feet; thence S. 88°09'01" W. 301.51 feet; thence N. 45°53'43" W. 167.63 feet; thence S. 88°08'49" W. 76.98 feet; thence N. 01°51'11" W. 100.97 feet; thence 35.34 feet along the arc of a curve to the right, radius 42.13 feet and a chord that bears N. 34°47'15" E. 34.31 feet; thence N. 88°08'49" E. 414.62 feet; thence S. 89°36'15" E. 60.81 feet to the point of beginning, being part of the Southwest 1/4 of said Section 7, containing 2.45 acres of land, more or less, and being subject to easements and restrictions of record, if any.

and the Southwest 1/4 of Section 7 of the Zoning Map is hereby amended to conform to the changes made in this section.

Section 4. The attached map designated "Amendment No. ____ to the Zoning Map of the City of Livonia" showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. 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 6. 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.

**PUBLIC HEARING
DIRECTION**

WEDNESDAY, FEBRUARY 23, 2022

PETITION 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest $\frac{1}{4}$ of Section 7, from C-1, Local Business to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest $\frac{1}{4}$ of Section 7 from C-4, High Rise Commercial to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 13001 Merriman Road, located on the west side of Merriman Road, between Glendale Avenue and Schoolcraft Road in the Northeast $\frac{1}{4}$ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest $\frac{1}{4}$ of Section 36 from RUF, Rural Urban Farm to C-1, Local Business.

DIRECTION: 1) DENYING
2) APPROVING

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF MARCH 14, 2022**



LETTER TO THE LIVONIA CITY COUNCIL

20.

Law
February 3, 2022

MEETING DATE

Regular Meeting of
February 16, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED:
Department of Law, re: Petition 2021-11-01-09 submitted by Schoolcraft College, to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands.
Public Hearing held on February 23, 2022.

BACKGROUND

Rezoning ordinance from Public Hearing of Wednesday, February 23, 2022.

RECOMMENDATION

First Reading

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. PH022322 Petition 2021-11-01-09 (Schoolcraft) Minutes
2. LTC: PH012622
3. 2021-11-01-09_Schoolcraft_E-COUNCIL Pkt
4. Pet. 2021-11-01-09 - Schoolcraft College
5. PETITION 2021-11-01-9 Direction

APPROVED BY



Paul Bernier, City Attorney

Date: February 24, 2022



Maureen Miller Brosnan, Mayor

Date: February 25, 2022

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Wednesday, February 23, 2022

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Wednesday, February 23, 2022.**

MEMBERS PRESENT: Jim Jolly, President
 Laura Toy, Vice President (audio only) *
 Brandon McCullough
 Scott Morgan

MEMBERS ABSENT: Scott Bahr
 Rob Donovic
 Kathleen McIntyre

OTHERS PRESENT: Leo Neville, Assistant City Attorney
 Mark Taormina, Planning and Economic Dev. Director
 Sara Kasprovicz, Recording Secretary

* Laura Toy called in via phone, pursuant to ADA

The Public Hearing was called to order at 7:00 p.m. with President Jim Jolly presiding. This item is regarding Petition 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands.

This item will move to the Regular Meeting of **March 14, 2022.**

The Public Hearing is now open. There were 4 persons in the audience.

Jolly: Three of the items have the same petitioner, so if there is no objection, I'm going to call the items 1, 2 and 3, all at the same time. I will read them off, if the representative from Schoolcraft would approach the podium while I am doing so, I would appreciate that. Before we get started, I'll just remind the Council here that this is a public hearing. The primary purpose of this hearing is for the public to speak in regards to these items. We'll go to Mr. Taormina to start with the initial presentation, then to Schoolcraft College, then to any public comment, then to the Council. Mr. Taormina?

Taormina: Thank you, Mr. President. This petition and the two (2) that follow it involve amendments to the zoning map. All three (3) affect properties that are owned by Schoolcraft Community College. Two (2) of the three (3) properties are located south of Schoolcraft's main campus on Haggerty Road, while the third is at one of the college's satellite facilities on Merriman Road in the City's

industrial corridor. All three would change the zoning to P-L, Public Land, which treats educational uses, universities and colleges, including the ancillary uses and facilities as permitted uses, and would be consistent with the zoning classification for most of the college's properties, which are currently in use for educational purposes. The first petition involves land that is on the south side of the college's south parking lot. This parcel here. The zoning would change from C-1, Local Business, to P-L, Public Land. This site has roughly 2.45 acres in area. It is currently vacant and is formally described as Unit 15, College Park Condominium.

The second parcel is the smallest of the three. This measures just under a ½ acre in size and is located on the north side of College Parkway. The request would change the zoning here from C-4, Highrise Commercial. This site is also undeveloped and was formally described as Unit 11, College Park Condominium.

The third would change the zoning from M-2, General Manufacturing. Located at the northwest corner of Merriman and Glendale. This site is the farthest from the main campus. This is an approximate 3-acre parcel. It is the location of the college's most recently established Manufacturing and Engineering Center, which houses a variety of technical and special trades programs for the college, including Computer Aid and Design, Engineering Electronics Advanced Manufacturing Energy Plastic-Type Technology, Robotics and others. The Planning Commission is recommending approval of the rezoning in all three cases. Thank you.

Jolly: Petitioner, can you give us brief description as to why you seek to rezone these properties?

Aoun: Sure. Kevin Aoun on behalf of Schoolcraft Community College. So, what we're doing right now, is taking land that is currently not zoned public land that we intend to use for just school-related purposes. What this does, is it narrows the scope of how these properties can be used. That's why we're doing this. We view this as something that's a little bit more administrative. We don't have a true plan for two (2) out of the three (3) locations. One of them is already fully built out. The two vacant ones that are up on the screen right now, Unit 11 and Unit 15, there is no true plan, but we're running out of space on our campus. What we're trying to do, is to say, 'how can we maximize the land that we own right now?' For this kind of oddball piece that is at the bottom, which is number two (2) on the petition, that would be Unit 11. That one, it's a very odd-shaped parcel, so the thought right now, the prevailing thought is potentially a storage facility. We're trying to maximize the other aspects of campus. It's not cemented in plans, but what else could we really use that for? It has very limited parking, very limited access. It's kind of orphaned from the rest of campus so it would be more for maintenance and warehouse kind of items. Again, just a thought. For the other one that's contiguous with our other Public Lands in the childcare center that is there,

that childcare center is a little bit older, so we're kind of looking and saying, 'is that something we should be redeveloping and remodeling? Should we move it to a different location so then we have bigger space there to do something else?' We've had a ton of development, a ton of growth on campus in the past ten (10) years. That's kind of the next parcel where we ask how we can maximize that. We don't have a true plan for it, but we want to get this done administratively right now. For the other one, It's just a cleanup piece for the MEC building. That one is fully built out. It's down there being used solely for school related purposes. If you haven't toured it, please do, it's fantastic. This facility is state-of-the-art, it's a good feeder program for businesses in the area. It's good for developing trades, which is helping put people in jobs, where there are needs in the community. The MEC building, again, it's just administrative, it's used solely for school purposes so it's consistent with the zoning of Public Land.

Jolly: Thank you, sir. Is there anybody from the public that would like to speak to items 1, 2 or 3 on the agenda, the Schoolcraft items? For the record, there is no public approaching the podium, there is no one waiting to speak to Council. Anyone on Council have any questions? Mr. McCullough?

McCullough: No questions, but I'm prepared to make a motion to, can I package these, or should I do them one at a time? You can package them as long as the record is clear. I'll offer an approving for items 1, 2 and 3.

Jolly: So that is three separate approving on items 1, 2 and 3. Mr. Morgan, do you have anything? Ms. Toy, do you have anything to add?

Toy: No, I'm glad you're using the property, that's great.

Jolly: Thank you. I just have one question, in regards to these lands off of Haggerty Road. Are you abandoning the commercial intention that was initially established or do you expect, at some point in the future, to potentially come back to seek commercial classification?

Aoun: Our intention is not to come back for commercial classification. If that was our intention, we wouldn't bother going through the process. It's a fair question, right? We pulled it out and we had a developer lined up. The developer actually, pretty much gave the property back to us as a result of not being able to come to use for it. Since we're getting it back, we said let's put it in Public Land, so we can use it for ourselves. If we ever wanted to make it a commercial property, to be truly used for non-school related purposes, I think we'd have to come back for this whole process and unwind it. I think the question right now, are we abandoning it, yes.

Jolly: Ok. The second question for Mr. Taormina. By passing these as public lands, in particular, the southern portion, the southern plot there, which has been now petitioned to be Public Land, yes, if they want to develop that for a school-use

purpose, would they have to seek a site plan approval from us if this were Public Land, or no?

Taormina: Not likely. As long as it's affiliated with the campus, it would be treated as permitted use with no required site plan review. There may be some exceptions to that, if it's not listed or falls outside of college purposes. The chance that, to answer your question, very likely chance it would not require some type of review.

Jolly: The only reason I bring that up is because obviously a lot of investment has taken place on either side of this property and I would hope that if you do develop it into a storage facility, that it would be tastefully done as to not detract from the other businesses around there.

Aoun: That would only hurt us if we did something in a negative light. If you look at any of our other buildings, we're winning awards for what we're putting into them and how we're doing it and doing it a state-of-the-art fashion. Just to comment, historically, we've always come before the City of Livonia, we view you as a partner when we do this. We have review and comment for when we do build out buildings, such as this. So, this way, everyone is in line with the development of the space itself. Again, we would bring that for review and comments with the city.

Jolly: I appreciate everything, I appreciate everything you said here tonight. Because this is my habit of doing, I think your colleague is probably expecting this, we view you as a partner as well, the way in which the signage is hanging on the dome, I'll say, from my perspective, is not a very partner-like. With that being said, if there is no one from the community or anybody on Council who wants to say anything else, we'll close these public hearings. You have approvals for the meeting, thank you.

Aoun: For what particular meeting?

Jolly: That's on the meeting of March 14th.

As there were no further questions or comments, the Public Hearing was declared closed at 7:12 p.m.



LETTER TO THE LIVONIA CITY COUNCIL

Planning
December 15, 2021

MEETING DATE

Public Hearing of
January 26, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Petition 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest $\frac{1}{4}$ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands.

BACKGROUND

RECOMMENDATION

At the 1,180th Public Hearing and Regular Meeting held by the City Planning Commission on December 14, 2021; the following resolution was unanimously adopted:

#12-70-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on December 14, 2021, on Petition 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest $\frac{1}{4}$ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands, the Planning Commission does hereby recommend to the City Council that Petition 2021-11-01-09 be approved for the following reasons:

1. That future use and development of the property is intended for Schoolcraft College purposes and P-L zoning is a more appropriate zoning.
2. That the proposed change of zoning will provide the college an opportunity to develop the subject property in a manner that is consistent with their needs.
3. That P-L zoning is compatible to and in harmony with the existing zoning of College's main campus, and
4. That the proposed change corresponds to the College's ownership of the subject property.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and Section 13.15 of Livonia Vision 21 Zoning Ordinance.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-11-01-09_Schoolcraft_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development
Director

Date: December 16,
2021



Maureen Miller Brosnan, Mayor

Date: December 22,
2021

Petition 2021-11-01-09 submitted by Schoolcraft College,
pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21
Zoning Ordinance, requesting to rezone the property at 17420
College Parkway (Unit 11 of College Park Condominium),
located on the east side of Haggerty Road between Six Mile
and Seven Mile Roads in the Southwest ¼ of Section 7, from
C-4, High Rise Commercial to P-L, Public Lands.

REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. **You are invited and encouraged to review your proposal with the Planning Department staff.**

Date Filed: 11-12-21 Petition 2021-11-01-09

Site Address: 17420 College Parkway Sidwell 189-01-0011-000

Requesting To Rezone Property From New Zone C-4 To PL

For the Following Reason (s) Owned by Schoolcraft; See attached letter

Applicant: Kevin M. Aoun (outside counsel) Business/Company: Seyburn Kahn

Applicant's Address: 2000 Town Center Suite 1500 City: Southfield State: MI Zip Code: 48075

Applicant's Phone # (248) 353-7620 Applicant's Email kaoun@seyburn.com

Please provide the following information:

- 1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.
- 2) **Fully Dimensional Map (3 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@ci.livonia.mi.us

Owner of Property: Schoolcraft Community College

Owner's Address: 18600 Haggerty Rd City: Livonia State: MI Zip Code: 48152

Owner's Phone # 734 462-4400 Owner's Email gcerny@schoolcraft.edu

Signature of Owner: [Signature] Print Name: Dr. Glenn Cerny

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

on this 11th day of November 20 21

Signature of Notary [Signature] My commission expires 10-3-22

APPROVED AS FORM
Department of Law

By: [Signature]

Date: 11/12/2021

JANINE R. GILLOW
Notary Public, State of Michigan
County of Wayne
My Commission Expires Oct. 03, 2022
Acting in the County of Wayne

RECEIVED
OFFICE OF THE CITY CLERK
2021 NOV 12 AM 8:14

HAGGERTY ROAD

P-L

17950
College Parkway

Schoolcraft College
Child Care Center

C-1

17800
Claddagh

17700
Bravo

17600
Mitchell's

C-2

17410
College Parkway

17400 Haggerty

17370 Haggerty

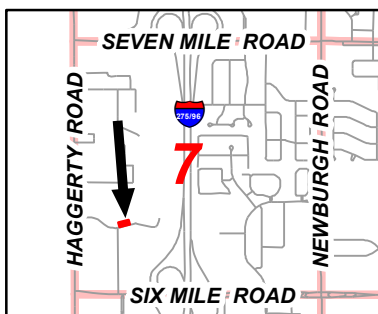
COLLEGE PARKWAY PVT

C-4

39200

Hotel
17250
112 Rooms

Hotel
17450
95 Rooms



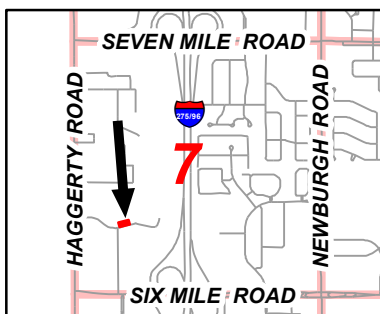
Address & Zoning Map

Petition 2021-11-01-09
Schoolcraft College
17420 College Parkway
From C-4 to P-L



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2021-11-01-09
Schoolcraft College
17420 College Parkway
From C-4 to P-L



Not to Scale



City of Livonia
Planning Department

Parks & Community

18600

17950
College Parkway

Schoolcraft College
Child Care Center

17900

17800
Claddagh

17700
Bravo

17600
Mitchell's

17410
College Parkway

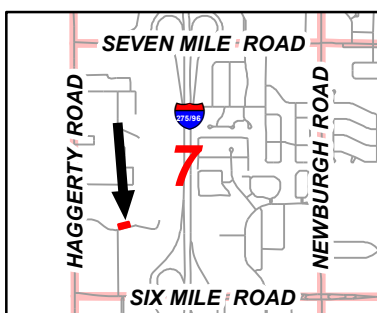
17400 Haggerty

17370 Haggerty

COLLEGE PARKWAY PVT

Regional Commercial

HAGGERTY ROAD



Future Land Use Map

Petition 2021-11-01-09
Schoolcraft College
17420 College Parkway
From C-4 to P-L



Not to Scale

City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 2

Petition 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest $\frac{1}{4}$ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands.

December 7, 2021: Study Meeting:

This is the second of three requests by Schoolcraft College to rezone property it owns to P-L. The subject land was originally a part of College Park Site Condominium, located south of the College's main campus. College Park received approval of the Master Deed, bylaws and site plan in 2003. The subject property was previously described as Unit 11 of College Park. It is 0.47 acre in size, measuring approximately 204 feet in frontage along College Parkway by a depth of 101 feet. This property is vacant and surrounded by the commercial and office properties that make up the College Park Site Condominium development.

In a letter that was submitted with all three rezoning requests, it is explained that the two units that are part of the condominium association were previously rezoned to commercial uses and have since been returned undeveloped to Schoolcraft College. The other property on Merriman Road, known as the College's Manufacturing and Engineering Center, was acquired by Schoolcraft College around 2019. The letter explains that Schoolcraft College would like to rezone the properties to P-L so that their usage stays college related. The letter goes on further to explain that the proposed rezonings would not impact Livonia's tax base because the properties are shown on the tax rolls as school property. Schoolcraft College would like the properties rezoned so that they are consistent with the rest of its campus, which is zoned P-L. Schoolcraft College has not made a final determination as to future uses of the two (2) vacant condominium units. The existing Manufacturing and Engineering Center on Merriman Road is the college's new home for Computer Aided Design (CAD), engineering, electronics, advance manufacturing, mechatronics, metallurgy, plastic technology, robotics & automation, occupational safety, and welding. This facility serves 300-400 students each day.

The Livonia Vision 21 (LV21) Future Land Use map shows the subject area as a *Regional Commercial*.

December 14, 2021: Public Hearing:

Approving Resolution: That the request to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium) from C-4 to P-L is hereby approved, subject to City Council approval, for the following reasons:

1. That future use and development of the property is intended for Schoolcraft College purposes and P-L zoning is a more appropriate zoning.

PUBLIC HEARING

ITEM 2 Petition 2021-11-01-09 – 17420 College Parkway

Page 2

2. That the proposed change of zoning will provide the college an opportunity to develop the subject property in a manner that is consistent with their needs.
3. That P-L zoning is compatible to and in harmony with the existing zoning of College's main campus, and
4. That the proposed change corresponds to the College's ownership of the subject property.

Denying Reasons: That the request to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium) from C-4 to P-L is hereby denied for the following reasons:

1. That the proposed change of zoning is inconsistent with the established pattern of development and would adversely alter the character of the area.
2. That the proposed zoning change is not supported by the Livonia Vision 21 (LV21) Future Land Use map which shows this site as Regional Commercial.
3. That the proposed change of zoning is not needed to develop the subject property in accordance with the Master Plan, and
4. That the proposal fails to conclusively deal with all the concerns deemed necessary for the safety and welfare of the city and its residents.



SEYBURN KAHN
ATTORNEYS & COUNSELORS

2000 TOWN CENTER, SUITE 1500, SOUTHFIELD, MICHIGAN 48075-1148

TELEPHONE (248) 353-7620
FACSIMILE (248) 353-3727

MARK S. COHN
ALAN M. STILLMAN
MICHAEL N. SANTEUFEMIA
HENRY M. NIRENBERG, LL.M.
BARRY M. ROSENBAUM
TOVA SHABAN
RONALD L. CORNELL, JR.²

MICHAEL D. MEZEY
BRADLEY F. SCOBEL
KIMBERLY M. HUSTON
ALEXANDER G. DOMENICUCCI
DUNCAN P. OGILVIE
DAVID F. HANSMA

DAVID T. LIN⁴
SCOTT G. WALLACE³
KEVIN M. AOUN
TREVOR J. WESTON
NICOLAS CARMARGO

OF COUNSEL
RICHARD E. BAKER
DAVID C. MAY

¹ALSO MEMBER OF NORTH CAROLINA BAR
²ALSO MEMBER OF ILLINOIS BAR
³ALSO MEMBER OF FLORIDA BAR

November 11, 2021

Honorable Members of the City Council and
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

RE: Schoolcraft's Petition to Rezone Units 11 and 15 and the Manufacturing and Engineering Center to Public Lands

Dear Council Members and Planning Commission:

Schoolcraft Community College respectfully requests that the City of Livonia rezone Units 11 and 15 (collectively, the "Units") and 13001 Merriman (the "Manufacturing and Engineering Center") to Public Lands. The Units were previously rezoned to commercial uses and have since been returned undeveloped to Schoolcraft. The Manufacturing and Engineering Center was acquired by Schoolcraft around 2019. Schoolcraft would like to keep its property zoned Public Lands so that it can only be used for college related purposes. This rezoning will not impact Livonia's tax base because the properties are shown on the tax rolls as Schoolcraft's property.

I. PROPERTIES WITH REQUESTED REZONING

Unit 11:

- **Address:** 17420 College Parkway (Per Tax Records; Not On New Zoning Map)
- **Parcel ID:** 189-01-0011-000
- **Current Zoning:** New Zone C-4
- **Legal Description:** UNIT 11, COLLEGE PARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 41832, PAGES 271 THROUGH 334 INCLUSIVE, AS AMENDED BY FIRST AMENDMENT TO MASTER DEED OF COLLEE PARK CONDOMINIUM DATED AS OF NOVEMBER 22, 2004 AND RECORDED JUNE 15, 2005 IN LIBER 42791, PAGE 1, AND BY SECOND AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF MARCH 22, 2006 AND RECORDED JUNE 7, 2006 IN LIBER 44784, PAGE 57, WAYNE COUNTY RECORDS, AND DESIGNATED AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 815, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Unit 15:

- **Address:** 17950 College Parkway
- **Parcel ID:** 189-99-0037-000
- **Current Zoning:** New Zone C-1
- **Legal Description:** UNIT 15, COLLEGE PARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 41832, PAGES 271 THROUGH 334 INCLUSIVE, AS AMENDED BY FIRST AMENDMENT TO MASTER DEED OF COLLEE PARK CONDOMINIUM DATED AS OF NOVEMBER 22, 2004 AND RECORDED JUNE 15, 2005 IN LIBER 42791, PAGE 1, AND BY SECOND AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF MARCH 22, 2006 AND RECORDED JUNE 7, 2006 IN LIBER 44784, PAGE 57, WAYNE COUNTY RECORDS, AND DESIGNATED AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 815, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND AS DESCRIBED IN ACT. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

ALSO DESCRIBED AS: COMMENCING AT THE WEST 1/4 OF SECTION 7, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN; THENCE S. 02°03'12" E. 324.55 FEET ALONG THE WEST LINE OF SAID SECTION 7 AND THE CENTERLINE OF HAGGERTY ROAD (120 FEET WIDE); THENCE N. 88°08'49" E. 1019.64 FEET; THENCE S. 01°39'39" E. 26.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 01°39'39" E. 246.63 FEET; THENCE S. 88°09'01" W. 301.51 FEET; THENCE N. 45°53'43" W. 167.63 FEET; THENCE S. 88°08'49" W 76.98 FEET; THENCE N01°51'21" W 100.97 FEET; THENCE 35.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 42.13 FEET AND A CHORD THAT BEARS N. 34°47'15" E. 34.31 FEET; THENCE N. 88°08'49" E. 414.62 FEET; THENCE S. 89°36'15" E. 60.81 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 7, CONTAINING 2.45 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Manufacturing and Engineering Center

- **Address:** 13001 Merriman, Livonia, MI 48150
- **Parcel ID:** 105-99-0041-002
- **Current Zoning:** New Zone M-2 General Manufacturing
- **Legal Description:** A PARCEL OF LAND LOCATED IN THE COUNTY OF WAYNE, CITY OF LIVONIA, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS: THE SOUTH 190 FEET OF THE NORTH 780 FEET OF THE EAST 825 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, EXCEPT THE EAST 60 FEET THEREOF TAKEN FOR ROAD RIGHT OF WAY, EXCEPT THE NORTH 95 FEET OF THE WEST 115 FEET.

AS SURVEYED LEGAL DESCRIPTION: PART OF THE NORTHEAST QUARTER OF SECTION 27, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION, NOO°02'20"W 543.46 FEET; THENCE N89°22'35"W 60.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF "PARAGON TECHNOLOGY PARK SUB'N", AS RECORDED IN LIBER 101 OF PLATS, PAGE 59, WAYNE COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID PLAT, N89°22'35"W 765.00 FEET; THENCE NOO°02'20"W 95.00 FEET; THENCE S89°22'35"E 115.00 FEET; THENCE NOO°02'20"W 95.00 FEET; THENCE S89°22'35"E 650.00 FEET TO A POINT ON THE WEST LINE OF MERRIMAN ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID WEST LINE, SOO°02'20"E 190.00 FEET TO THE POINT OF BEGINNING.

II. BACKGROUND

Schoolcraft transferred the Units to a developer who has since transferred the Units back to Schoolcraft. The Units are a part of a condominium type development with multiple other parcels utilizing common elements and infrastructure. Most of the College Park development has been completed. Unit 14 was previously transferred back to Schoolcraft and is used for MASCO's global headquarters. Schoolcraft did not seek to have that Unit returned to Public Lands because it is used for a commercial purpose. The developer transferred Unit 15 back to Schoolcraft at the same time Unit 14 was transferred to Schoolcraft. The developer also subsequently transferred Unit 11 back to Schoolcraft. The Units are currently vacant.

The Manufacturing and Engineering Center is Schoolcraft's new home for Computer Aided Design (CAD), Engineering, Electronics, Advanced Manufacturing, Mechatronics, Metallurgy, Plastic Technology, Robotics & Automation, Occupational Safety, and Welding. The facility serves 300-400 students each day (including local high school students) and is one way that Schoolcraft is investing resources to meet the modern labor demand for engineering technology professionals.

III. FUTURE USE:

Schoolcraft's future use for the Manufacturing and Engineering Center is to continue the significant progress made in developing and transforming education to meet the modern workforce demands. Schoolcraft has not made a final determination as to the Units future uses. However, Schoolcraft is committed to keeping the Units uses consistent with and limited to those set forth in the Community College Act (MCL 389.101, et seq. specifically MCL 389.121, 123, and 126). As such, Schoolcraft would like the properties rezoned to be consistent with the rest of its campus which is likewise zoned as Public Lands.

IV. CITY'S TAX BASED UNCHANGED

The Units and the Manufacturing and Engineering Center are owned by Schoolcraft, which is reflected on the tax rolls. So the rezoning will have zero impact on Livonia's tax base.

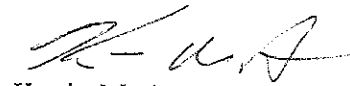
V. CONCLUSION

This request is part of cleaning up title and zoning related issues for Schoolcraft property that is dedicated to school related uses. Accordingly, the land should be rezoned to Public Lands since that will limit the future use of this land. Thank you for your time and consideration. We look forward to working with you as Schoolcraft looks to continue to developing, modernizing, and improving its campus.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

SEYBURN KAHN

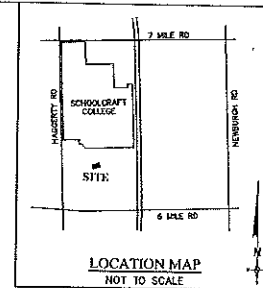
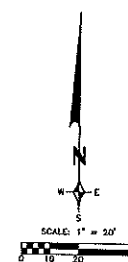
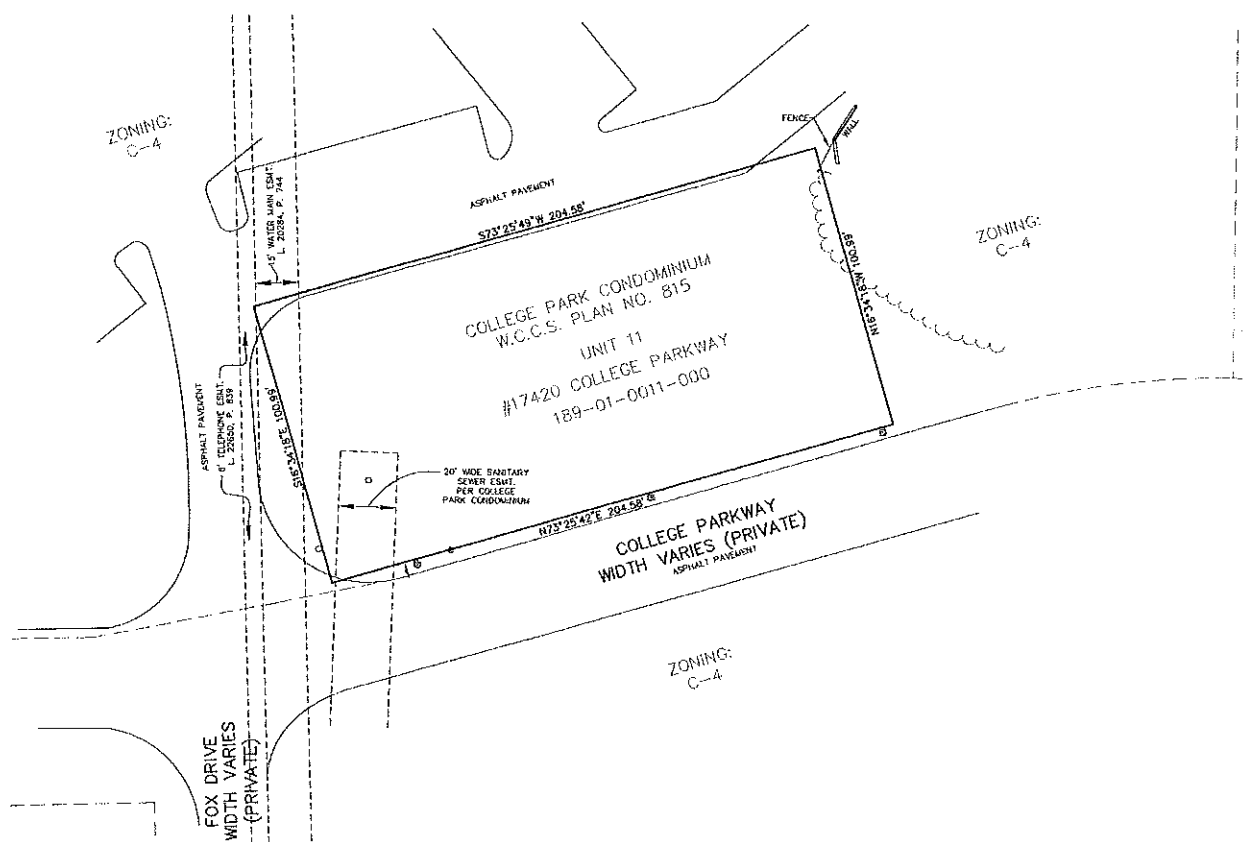
A handwritten signature in black ink, appearing to read 'K. Aoun', written over the printed name.

Kevin M. Aoun

KMA/ck

CC: Glenn Cerny; Planning@ci.livonia.mi.us

Enclosures



- LEGEND**
- BOUNDARY LINE
 - - - - - PARCEL LINE
 - - - - - SECTION LINE
 - - - - - EASEMENTS
 - - - - - TIES LINE
 - SECTION CORNER
 - FGL, SOL, SPK
 - FC FOUND CAPPED IRON
 - SC SET CAPPED IRON
 - SPK SET "X" "Y" "Z" "A"
 - H MEASURED
 - R RECORDED
 - C/A CENTERLINE
 - R.O.W. RIGHT OF WAY
 - MANHOLE
 - CATCH BASIN
 - ⊗ DATE VALVE
 - ▽ HYDRANT
 - ⊕ LIGHT POLE
 - △ SIGN
 - ⚠ EXCEPTION NUMBER
 - Ⓟ PARKING NUMBER

LEGAL DESCRIPTION:

LAND SITUATE IN THE CITY OF LIVONIA, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

UNIT 11, COLLEGE PARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIVER 41833, PAGES 271 THROUGH 334 INCLUSIVE, AS AMENDED BY FIRST AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF NOVEMBER 22, 2004 AND RECORDED JUNE 15, 2005 IN LIVER 41791, PAGE 1, AND BY SECOND AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF MARCH 22, 2006 AND RECORDED JUNE 7, 2006 IN LIVER 44784, PAGE 57, WAYNE COUNTY RECORDS, AND RECORDED AS WAYNE COUNTY CONDOMINIUM PLAN NUMBER 183, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND AS DESCRIBED IN ACT 58 OF THE PUBLIC ACTS OF 1976, AS AMENDED.

A CURSORY TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY. THEREFORE EASEMENTS AND/OR ENCUMBRANCE AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

- SURVEY NOTES:**
1. THE SURVEYED PROPERTY IS IN A FEDERALLY DESIGNATED FLOOD ZONE X, FIRM MAP NO. 26055SS0000E, EFFECTIVE DATE 2-2-2012. THE ABOVE FLOOD PLAN INFORMATION IS FOR INFORMATION ONLY AND IS BASED ON THE FIRM MAP LISTED ABOVE AVAILABLE ELECTRONICALLY FROM FEMA ON THE DATE OF THIS SURVEY. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAPS. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
 2. THE MEASUREMENTS ARE BASED ON THE COLLEGE PARK CONDOMINIUM, WAYNE COUNTY CONDOMINIUM REVISIONS PLAN NO. 815, WAYNE COUNTY RECORDS.
 3. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.
 4. FINDINGS: SUBJECT SITE IS VACATED.
 5. PARCELS CONTAINS 30,641 SQUARE FEET OR 0.67 ACRES OF LAND.
 6. AT TIME OF INSPECTION THERE WAS NO OBSERVED EVIDENCE OF CEMETERIES LOCATED ON SUBJECT PROPERTY.
 7. THE SITE IS ZONED C-4 WITH THE CONVERSION: SETBACKS FRONT: 40', SIDE: 40', TOTAL OF TWO SIDE REAR YARDS: 80' REAR: 40'. SETBACKS ARE LISTED ACCORDING TO THE ZONING ORDINANCE LATER AS SUPPLEMENTAL TO ZONING ORDINANCE, CITY COUNCIL, JUNE 22, 2021. SETBACKS ARE BASED ON THE EXISTENCE OF FRONT, SIDE AND REAR YARDS AND VARIOUS PLANNING AND SITE PLAN APPROVALS. ONLY THE APPROPRIATE JUDICIAL AUTHORITY CAN DETERMINE IF THE SURVEYED PROPERTY CONFORMS TO SETBACK REQUIREMENTS. THE SURVEYOR CAN SHOW THE SETBACK LINES ON THE SHOWN ONLY IF A ZONING REPORT IS PROVIDED THAT ILLUSTRATES THE SETBACK LINES. A MORE DETAILED RESPONSE TO ITEMS 44 AND 45 REGARDING A COMPLETE ZONING REPORT, NO ZONING REPORT WAS PROVIDED.
 8. THERE ARE NO CHANGES IN STREET RIGHT-OF-WAY KNOWN TO THIS SURVEYOR.
 9. THERE WAS NO OBSERVED EVIDENCE OF CONSTRUCTION, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS ON DATE OF FIELD SURVEY.
 10. THE PROPERTY HAS NO VEHICULAR ACCESS AT THE TIME OF THIS SURVEY.
 11. THERE WAS NO OBSERVED EVIDENCE THAT THE SUBJECT SITE IS CURRENTLY BEING USED AS AN ACTIVE SOLID WASTE DUMP, BUMP OR SANITARY LANDFILL ON DATE OF FIELD SURVEY.
 12. NO DELINEATED WETLANDS WERE OBSERVED AT THE TIME OF THE LATEST FIELD INSPECTION.
 13. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF ANY TITLE WORK. THERE MAY BE OTHER EASEMENTS OR RESTRICTIONS OF RECORD NOT CURRENTLY SHOWN ON THIS SURVEY.

CERTIFICATION

TO:

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY FOR WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2020 MICHIGAN STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 16, 2021.

09-16-2021
DATE

JUSTIN D. WOZNIAK
PROFESSIONAL SURVEYOR NO. 67109
JWOZNIAK@ZWOZNIAK.COM



ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE	ISSUED FOR	DATE
SURVEY UPDATE	11-06-21								

ZIMET WOZNIAK
A SURVEYOR
Civil Engineer & Land Surveyor
10000 WOODLAND AVE, SUITE 200
LIVONIA, MI 48150-1234
P: 416.427.1000 F: 416.427.1001 WWW.ZWOZNIAK.COM

PROJECT SPONSOR:
SCHOOLCRAFT COLLEGE
18500 HADGERTY ROAD
LIVONIA, MI 48152

ALTA/NSPS LAND TITLE SURVEY
UNIT 11
LIVONIA WAYNE COUNTY MICHIGAN

DATE: 09-16-21 SCALE: 1" = 20'
DRAWN BY: JWO SCALE: 1" = 20'
CHECKED BY: JWO
DATE: 09-16-21 SHEET: 1/1

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

November 29, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-11-01-09 – #17420 College Parkway

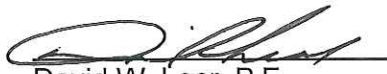
Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of **#17420 College Parkway**, and the legal description contained with the petition appears to be correct. This department does not feel the change in zoning is appropriate for the subject property, as it would allow for building specifications (signage, coverage, setbacks, etc.) that would be less stringent than those that were required for the neighboring parcels within the same development.

Although we do not foresee any negative impacts to the existing utilities should the site be developed, the owner will need to provide calculations showing that the proposed development does not exceed the design capacities that were provided by the overall development. The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia. Privately-owned storm sewer is available within the existing College Park Development, with detention for the subject parcel already being provided.

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

Sincerely,


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

cc: 2021 Petition File

DEPARTMENT OF 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 16, 2021

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

Petition 2021-11-01-09 - 17420 College Parkway

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

November 17, 2021

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

Re: Petition 2021-11-01-09

17420 College Parkway
Schoolcraft College

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. This is listed as an inactive parcel, there are no taxes due, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

UNAPPROVED MINUTES

1

MINUTES OF THE 1,180th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, December 14, 2021, the City Planning Commission of the City of Livonia held its 1,180th Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present: David Bongero Sam Caramagno Betsy McCue
 Carol Smiley Peter Ventura Ian Wilshaw

Members absent: Glen Long

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

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

ITEM #2 PETITION 2021-11-01-09

Schoolcraft

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands.

UNAPPROVED MINUTES

2

Mr. Wilshaw: Mr. Taormina has already given us the background on that item with the first one. Is there any further information on this particular petition? Nope. Is there any comments or statements that our petitioner would like to make?

Mr. Auon: No, sir.

Mr. Wilshaw: Okay. Is there anyone in the audience wishing to speak for or against, this is a public hearing, so we want to make sure we cover our basis? If not, is there any questions from any of our commissioners? If there are no questions from our commissioners, a motion would be in order.

On a motion by McCue, seconded by Bongero, and unanimously adopted, it was

#12-70-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on December 14, 2021, on Petition 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-4, High Rise Commercial to P-L, Public Lands, the Planning Commission does hereby recommend to the City Council that Petition 2021-11-01-09 be approved for the following reasons:

1. That future use and development of the property is intended for Schoolcraft College purposes and P-L zoning is a more appropriate zoning.
2. That the proposed change of zoning will provide the college an opportunity to develop the subject property in a manner that is consistent with their needs.
3. That P-L zoning is compatible to and in harmony with the existing zoning of College's main campus, and
4. That the proposed change corresponds to the College's ownership of the subject property.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and Section 13.15 of Livonia Vision 21 Zoning Ordinance.

Mr. Wilshaw: Is there any discussion?

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

AN ORDINANCE AMENDING SECTION 7 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF THE LIVONIA VISION 21 ZONING ORDINANCE KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated December 14, 2021, recommending approval of Petition 2021-11-01-09, having been considered by the Council, and the Council having conducted a public hearing on February 23, 2022, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2021-11-01-09 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Section 13.15 of the Livonia Vision 21 Zoning Ordinance, is hereby amended by adding thereto the following section:

Section 3.____. Petition 2021-11-01-09 submitted by Schoolcraft College is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from C-4 (High Rise Commercial) to P-L (Public Lands):

Land situated in the City of Livonia, County of Wayne, State of Michigan described as follows:

Unit 11:

Parcel No. 189-01-0011-000

Unit 11, College Park Condominium, according to the Master Deed recorded in Liber 41832, Pages 271 through 334 inclusive, as amended by First Amendment to Master Deed of College Park Condominium dated as of November 22, 2004 and recorded June 15, 2005 in Liber 42791, Page 1, and by Second Amendment to Master Deed of College Park Condominium dated as of March 22, 2006 and recorded June 7, 2006 in Liber 44784, Page 57, Wayne County Records, and designated as Wayne County Condominium Subdivision Plan Number 815, together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

and the Southwest ¼ of Section 7 of the Zoning Map is hereby amended to conform to the changes made in this section.

Section 4. The attached map designated “Amendment No. ____ to the Zoning Map of the City of Livonia” showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. 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 6. 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.

**PUBLIC HEARING
DIRECTION**

WEDNESDAY, FEBRUARY 23, 2022

PETITION 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7 from C-4, High Rise Commercial to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 13001 Merriman Road, located on the west side of Merriman Road, between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36 from RUF, Rural Urban Farm to C-1, Local Business.

DIRECTION: 1) DENYING
2) APPROVING

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF MARCH 14, 2022**



LETTER TO THE LIVONIA CITY COUNCIL

21.

Law
February 3, 2022

MEETING DATE

Regular Meeting of
February 16, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA VISION 21 ZONING ORDINANCE, AS AMENDED:
Department of Law. re: Petition 2021-11-01-10 submitted by Schoolcraft College, to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.
Public Hearing held on February 23, 2022.

BACKGROUND

Rezoning ordinance from Public Hearing of Wednesday, February 23, 2022

RECOMMENDATION

First Reading

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. PH022322 Petition 2021-11-01-10 (Schoolcraft) Minutes
2. LTC: PH012622
3. 2021-11-01-10_Schoolcraft_E-COUNCIL Pkt
4. Pet. 2021-11-01-10 - Schoolcraft College
5. PETITION 2021-11-01-10 Direction

APPROVED BY



Paul Bernier, City Attorney

Date: February 25, 2022



Maureen Miller Brosnan, Mayor

Date: February 25, 2022

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Wednesday, February 23, 2022

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Wednesday, February 23, 2022.**

MEMBERS PRESENT: Jim Jolly, President
 Laura Toy, Vice President (audio only) *
 Brandon McCullough
 Scott Morgan

MEMBERS ABSENT: Scott Bahr
 Rob Donovic
 Kathleen McIntyre

OTHERS PRESENT: Leo Neville, Assistant City Attorney
 Mark Taormina, Planning and Economic Dev. Director
 Sara Kasprowicz, Recording Secretary

* Laura Toy called in via phone, pursuant to ADA

The Public Hearing was called to order at 7:00 p.m. with President Jim Jolly presiding. This item is regarding Petition 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

This item will move to the Regular Meeting of **March 14, 2022.**

The Public Hearing is now open. There were 4 persons in the audience.

Jolly: Three of the items have the same petitioner, so if there is no objection, I'm going to call the items 1, 2 and 3, all at the same time. I will read them off, if the representative from Schoolcraft would approach the podium while I am doing so, I would appreciate that. Before we get started, I'll just remind the Council here that this is a public hearing. The primary purpose of this hearing is for the public to speak in regards to these items. We'll go to Mr. Taormina to start with the initial presentation, then to Schoolcraft College, then to any public comment, then to the Council. Mr. Taormina?

Taormina: Thank you, Mr. President. This petition and the two (2) that follow it involve amendments to the zoning map. All three (3) affect properties that are owned by Schoolcraft Community College. Two (2) of the three (3) properties are located south of Schoolcraft's main campus on Haggerty Road, while the third is at one of the college's satellite facilities on Merriman Road in the City's

industrial corridor. All three would change the zoning to P-L, Public Land, which treats educational uses, universities and colleges, including the ancillary uses and facilities as permitted uses, and would be consistent with the zoning classification for most of the college's properties, which are currently in use for educational purposes. The first petition involves land that is on the south side of the college's south parking lot. This parcel here. The zoning would change from C-1, Local Business, to P-L, Public Land. This site has roughly 2.45 acres in area. It is currently vacant and is formally described as Unit 15, College Park Condominium.

The second parcel is the smallest of the three. This measures just under a ½ acre in size and is located on the north side of College Parkway. The request would change the zoning here from C-4, Highrise Commercial. This site is also undeveloped and was formally described as Unit 11, College Park Condominium.

The third would change the zoning from M-2, General Manufacturing. Located at the northwest corner of Merriman and Glendale. This site is the farthest from the main campus. This is an approximate 3-acre parcel. It is the location of the college's most recently established Manufacturing and Engineering Center, which houses a variety of technical and special trades programs for the college, including Computer Aid and Design, Engineering Electronics Advanced Manufacturing Energy Plastic-Type Technology, Robotics and others. The Planning Commission is recommending approval of the rezoning in all three cases. Thank you.

Jolly: Petitioner, can you give us brief description as to why you seek to rezone these properties?

Aoun: Sure. Kevin Aoun on behalf of Schoolcraft Community College. So, what we're doing right now, is taking land that is currently not zoned public land that we intend to use for just school-related purposes. What this does, is it narrows the scope of how these properties can be used. That's why we're doing this. We view this as something that's a little bit more administrative. We don't have a true plan for two (2) out of the three (3) locations. One of them is already fully built out. The two vacant ones that are up on the screen right now, Unit 11 and Unit 15, there is no true plan, but we're running out of space on our campus. What we're trying to do, is to say, 'how can we maximize the land that we own right now?' For this kind of oddball piece that is at the bottom, which is number two (2) on the petition, that would be Unit 11. That one, it's a very odd-shaped parcel, so the thought right now, the prevailing thought is potentially a storage facility. We're trying to maximize the other aspects of campus. It's not cemented in plans, but what else could we really use that for? It has very limited parking, very limited access. It's kind of orphaned from the rest of campus so it would be more for maintenance and warehouse kind of items. Again, just a thought. For the other one that's contiguous with our other Public Lands in the childcare center that is there, that childcare center is a little bit

older, so we're kind of looking and saying, 'is that something we should be redeveloping and remodeling? Should we move it to a different location so then we have bigger space there to do something else?' We've had a ton of development, a ton of growth on campus in the past ten (10) years. That's kind of the next parcel where we ask how we can maximize that. We don't have a true plan for it, but we want to get this done administratively right now. For the other one, it's just a cleanup piece for the MEC building. That one is fully built out. It's down there being used solely for school related purposes. If you haven't toured it, please do, it's fantastic. This facility is state-of-the-art, it's a good feeder program for businesses in the area. It's good for developing trades, which is helping put people in jobs, where there are needs in the community. The MEC building, again, it's just administrative, it's used solely for school purposes so it's consistent with the zoning of Public Land.

Jolly: Thank you, sir. Is there anybody from the public that would like to speak to items 1, 2 or 3 on the agenda, the Schoolcraft items? For the record, there is no public approaching the podium, there is no one waiting to speak to Council. Anyone on Council have any questions? Mr. McCullough?

McCullough: No questions, but I'm prepared to make a motion to, can I package these, or should I do them one at a time? You can package them as long as the record is clear. I'll offer an approving for items 1, 2 and 3.

Jolly: So that is three separate approving on items 1, 2 and 3. Mr. Morgan, do you have anything? Ms. Toy, do you have anything to add?

Toy: No, I'm glad you're using the property, that's great.

Jolly: Thank you. I just have one question, in regards to these lands off of Haggerty Road. Are you abandoning the commercial intention that was initially established or do you expect, at some point in the future, to potentially come back to seek commercial classification?

Aoun: Our intention is not to come back for commercial classification. If that was our intention, we wouldn't bother going through the process. It's a fair question, right? We pulled it out and we had a developer lined up. The developer actually, pretty much gave the property back to us as a result of not being able to come to use for it. Since we're getting it back, we said let's put it in Public Land, so we can use it for ourselves. If we ever wanted to make it a commercial property, to be truly used for non-school related purposes, I think we'd have to come back for this whole process and unwind it. I think the question right now, are we abandoning it, yes.

Jolly: Ok. The second question for Mr. Taormina. By passing these as public lands, in particular, the southern portion, the southern plot there, which has been now petitioned to be Public Land, yes, if they want to develop that for a school-use

purpose, would they have to seek a site plan approval from us if this were Public Land, or no?

Taormina: Not likely. As long as it's affiliated with the campus, it would be treated as permitted use with no required site plan review. There may be some exceptions to that, if it's not listed or falls outside of college purposes. The chance that, to answer your question, very likely chance it would not require some type of review.

Jolly: The only reason I bring that up is because obviously a lot of investment has taken place on either side of this property and I would hope that if you do develop it into a storage facility, that it would be tastefully done as to not detract from the other businesses around there.

Aoun: That would only hurt us if we did something in a negative light. If you look at any of our other buildings, we're winning awards for what we're putting into them and how we're doing it and doing it a state-of-the-art fashion. Just to comment, historically, we've always come before the City of Livonia, we view you as a partner when we do this. We have review and comment for when we do build out buildings, such as this. So, this way, everyone is in line with the development of the space itself. Again, we would bring that for review and comments with the city.

Jolly: I appreciate everything, I appreciate everything you said here tonight. Because this is my habit of doing, I think your colleague is probably expecting this, we view you as a partner as well, the way in which the signage is hanging on the dome, I'll say, from my perspective, is not a very partner-like. With that being said, if there is no one from the community or anybody on Council who wants to say anything else, we'll close these public hearings. You have approvals for the meeting, thank you.

Aoun: For what particular meeting?

Jolly: That's on the meeting of March 14th.

As there were no further questions or comments, the Public Hearing was declared closed at 7:12 p.m.



LETTER TO THE LIVONIA CITY COUNCIL

Planning
December 15, 2021

MEETING DATE

TBD

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Petition 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

BACKGROUND

RECOMMENDATION

At the 1,180th Public Hearing and Regular Meeting held by the City Planning Commission on December 14, 2021; the following resolution was unanimously adopted:

#12-71-2021 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on December 14, 2021, on Petition 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands, the Planning Commission does hereby recommend to the City Council that Petition 2021-11-01-10 be approved for the following reasons:

1. That the current use of the property is for educational purposes for which P-L zoning is a more appropriate zoning.
2. That a change to P-L is compatible to and in harmony with the surrounding industrial and P-L zoning in the area, and
3. That the proposed change corresponds to the College's ownership of the subject property.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and Section 13.15 of Livonia Vision 21 Zoning Ordinance.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2021-11-01-10_Schoolcraft_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development
Director

Date: December 16,
2021



Maureen Miller Brosnan, Mayor

Date: December 22,
2021

Petition 2021-11-01-10 submitted by Schoolcraft College,
pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21
Zoning Ordinance, requesting to rezone the property at 13001
Merriman Road, located on the west side of Merriman Road
between Glendale Avenue and Schoolcraft Road in the
Northeast ¼ of Section 27, from M-2, General Manufacturing to
P-L, Public Lands.

REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. **You are invited and encouraged to review your proposal with the Planning Department staff.**

Date Filed: 11-12-21 Petition 2021-11-01-10

Site Address: 13001 Merriman, Livonia, MI 48150 Sidwell 105-99-0041-002

Requesting To Rezone Property From New Zone M-2 To PL

For the Following Reason (s) Owned by Schoolcraft; See attached letter

Applicant: Kevin M. Aoun (outside counsel) Business/Company: Seyburn Kahn

Applicant's Address: 2000 Town Center Suite 1500 City: Southfield State: MI Zip Code: 48075

Applicant's Phone # (248) 353-7620 Applicant's Email kaoun@seyburn.com

Please provide the following information:

- 1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.
- 2) **Fully Dimensional Map (3 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@ci.livonia.mi.us

Owner of Property: Schoolcraft Community College

Owner's Address: 18600 Haggerty Rd City: Livonia State: MI Zip Code: 48152

Owner's Phone # (734) 462-4400 Owner's Email gcerny@schoolcraft.edu

Signature of Owner: [Signature] Print Name: Dr. Glenn Cerny

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

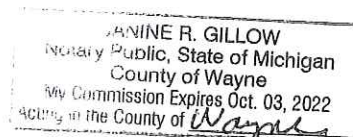
on this 11th day of November 2021

Signature of Notary [Signature] My commission expires 10-3-22

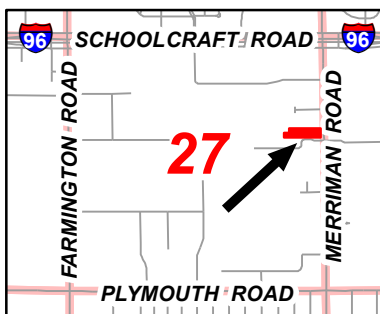
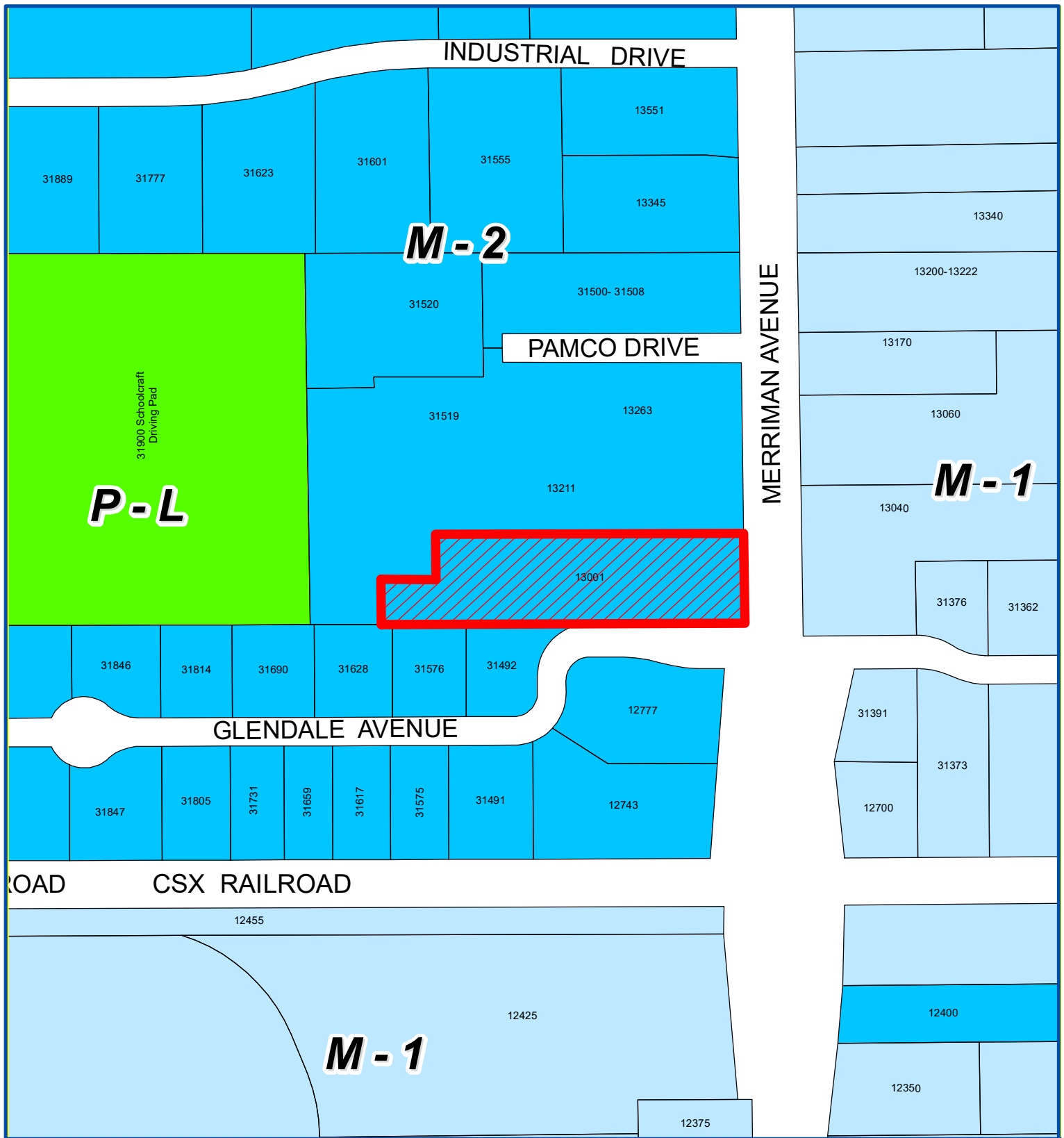
APPROVED AS FORM
Department of Law

By: [Signature]

Date: 11/12/2021



RECEIVED
OFFICE OF THE CITY CLERK
2021 NOV 12 AM 8:44



Address & Zoning Map

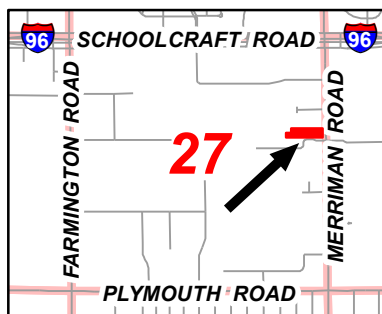
Petition 2021-11-01-10
 Schoolcraft College
 13001 Merriman Road
 From M-2 to P-L



Not to Scale



City of Livonia
 Planning Department



Aerial Map

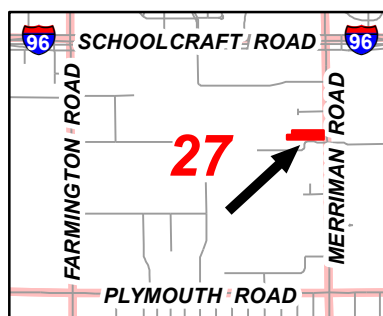
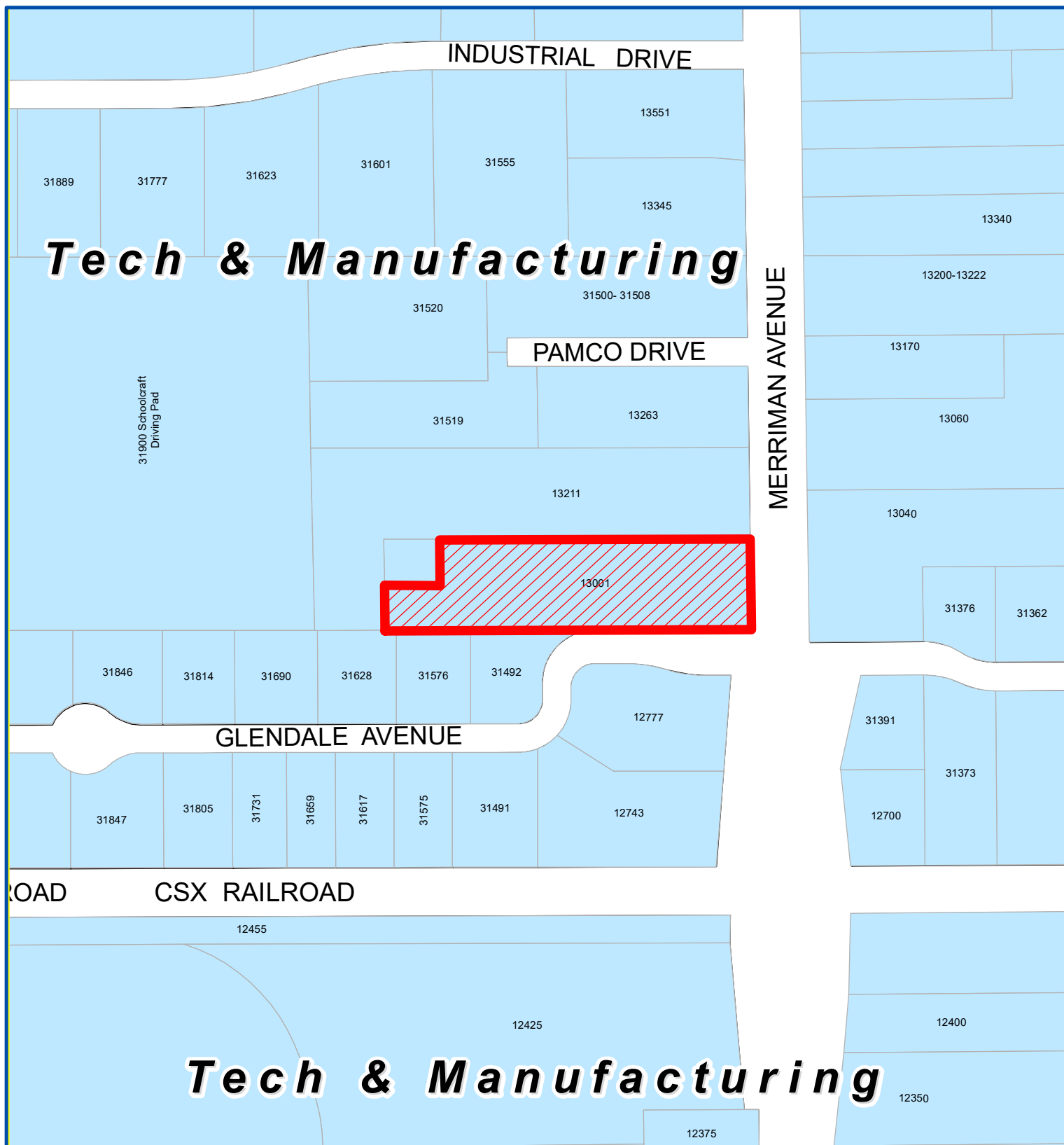
Petition 2021-11-01-10
Schoolcraft College
13001 Merriman Road
From M-2 to P-L



Not to Scale



City of Livonia
Planning Department



Future Land Use Map

Petition 2021-11-01-10
Schoolcraft College
13001 Merriman Road
From M-2 to P-L



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast $\frac{1}{4}$ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

December 7, 2021: Study Meeting:

This is the third of three requests by Schoolcraft College to rezone property it owns to P-L. The subject property is located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road. It is 3.09 acres in size, measuring 190 feet in frontage along Merriman Road by a depth of 765 feet along its southern property line. Located on the site is a 47,936 square foot industrial building and its associated parking. The site is completely surrounded by industrial type buildings and uses.

In a letter that was submitted with all three rezoning requests, it is explained that the two units that are part of the condominium association were previously rezoned to commercial uses and have since been returned undeveloped to Schoolcraft College. The other property on Merriman Road, known as the College's Manufacturing and Engineering Center, was acquired by Schoolcraft College around 2019. The letter explains that Schoolcraft College would like to rezone the properties to P-L so that their usage stays college related. The letter goes on further to explain that the proposed rezonings would not impact Livonia's tax base because the properties are shown on the tax rolls as school property. Schoolcraft College would like the properties rezoned so that they are consistent with the rest of its campus, which is zoned P-L. Schoolcraft College has not made a final determination as to future uses of the two (2) vacant condominium units. The existing Manufacturing and Engineering Center on Merriman Road is the college's new home for Computer Aided Design (CAD), engineering, electronics, advance manufacturing, mechatronics, metallurgy, plastic technology, robotics & automation, occupational safety, and welding. This facility serves 300-400 students each day.

The Livonia Vision 21 (LV21) Future Land Use map shows the subject area as a *Tech and Manufacturing*.

December 14, 2021: Public Hearing:

Approving Resolution: That the request to rezone the property at 13001 Merriman Road from M-2 to P-L is hereby approved, subject to City Council approval, for the following reasons:

1. That the current use of the property is for educational purposes for which P-L zoning is a more appropriate zoning.
2. That a change to P-L is compatible to and in harmony with the surrounding industrial and P-L zoning in the area, and

PUBLIC HEARING

ITEM 3 Petition 2021-11-01-10 – 13001 Merriman Road

Page 2

3. That the proposed change corresponds to the College's ownership of the subject property.

Denying Reasons: That the request to rezone the property at 13001 Merriman Road from M-2 to P-L is hereby approved is hereby denied for the following reasons:

1. That the proposed change of zoning is inconsistent with the established pattern of development and would adversely alter the character of the area.
2. That the proposed zoning change is not supported by the Livonia Vision 21 (LV21) Future Land Use map which shows this site as Tech and Manufacturing.
3. That the proposed change of zoning is not needed to develop the subject property in accordance with the Master Plan, and
4. That the proposal fails to conclusively deal with all the concerns deemed necessary for the safety and welfare of the city and its residents.



SEYBURN KAHN
ATTORNEYS & COUNSELORS

2000 TOWN CENTER, SUITE 1500, SOUTHFIELD, MICHIGAN 48075-1148

TELEPHONE (248) 353-7620
FACSIMILE (248) 353-3727

MARK S. COHN
ALAN M. STILLMAN
MICHAEL N. SANTEUFEMIA
HENRY M. NIRENBERG, LL.M.
BARRY M. ROSENBAUM
TOVA SHABAN
RONALD L. CORNELL, JR.*

MICHAEL D. MEZEY
BRADLEY F. SCOBEL
KIMBERLY M. HUSTON
ALEXANDER G. DOMENICUCCI
DUNCAN P. OGILVIE
DAVID F. HANSMA

DAVID T. LIN*
SCOTT G. WALLACE*
KEVIN M. AOUN
TREVOR J. WESTON
NICOLAS CARMARGO

OF COUNSEL
RICHARD E. BAKER
DAVID C. MAY

*ALSO MEMBER OF NORTH CAROLINA BAR
*ALSO MEMBER OF ILLINOIS BAR
*ALSO MEMBER OF FLORIDA BAR

November 11, 2021

Honorable Members of the City Council and
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

RE: Schoolcraft's Petition to Rezone Units 11 and 15 and the Manufacturing and Engineering Center to Public Lands

Dear Council Members and Planning Commission:

Schoolcraft Community College respectfully requests that the City of Livonia rezone Units 11 and 15 (collectively, the "Units") and 13001 Merriman (the "Manufacturing and Engineering Center") to Public Lands. The Units were previously rezoned to commercial uses and have since been returned undeveloped to Schoolcraft. The Manufacturing and Engineering Center was acquired by Schoolcraft around 2019. Schoolcraft would like to keep its property zoned Public Lands so that it can only be used for college related purposes. This rezoning will not impact Livonia's tax base because the properties are shown on the tax rolls as Schoolcraft's property.

I. PROPERTIES WITH REQUESTED REZONING

Unit 11:

- **Address:** 17420 College Parkway (Per Tax Records; Not On New Zoning Map)
- **Parcel ID:** 189-01-0011-000
- **Current Zoning:** New Zone C-4
- **Legal Description:** UNIT 11, COLLEGE PARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 41832, PAGES 271 THROUGH 334 INCLUSIVE, AS AMENDED BY FIRST AMENDMENT TO MASTER DEED OF COLLEE PARK CONDOMINIUM DATED AS OF NOVEMBER 22, 2004 AND RECORDED JUNE 15, 2005 IN LIBER 42791, PAGE 1, AND BY SECOND AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF MARCH 22, 2006 AND RECORDED JUNE 7, 2006 IN LIBER 44784, PAGE 57, WAYNE COUNTY RECORDS, AND DESIGNATED AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 815, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

Unit 15:

- **Address:** 17950 College Parkway
- **Parcel ID:** 189-99-0037-000
- **Current Zoning:** New Zone C-1
- **Legal Description:** UNIT 15, COLLEGE PARK CONDOMINIUM, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 41832, PAGES 271 THROUGH 334 INCLUSIVE, AS AMENDED BY FIRST AMENDMENT TO MASTER DEED OF COLLEE PARK CONDOMINIUM DATED AS OF NOVEMBER 22, 2004 AND RECORDED JUNE 15, 2005 IN LIBER 42791, PAGE 1, AND BY SECOND AMENDMENT TO MASTER DEED OF COLLEGE PARK CONDOMINIUM DATED AS OF MARCH 22, 2006 AND RECORDED JUNE 7, 2006 IN LIBER 44784, PAGE 57, WAYNE COUNTY RECORDS, AND DESIGNATED AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 815, TOGETHER WITH RIGHTS IN GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET FORTH IN THE ABOVE MASTER DEED AND AS DESCRIBED IN ACT. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

ALSO DESCRIBED AS: COMMENCING AT THE WEST 1/4 OF SECTION 7, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN; THENCE S. 02°03'12" E. 324.55 FEET ALONG THE WEST LINE OF SAID SECTION 7 AND THE CENTERLINE OF HAGGERTY ROAD (120 FEET WIDE); THENCE N. 88°08'49" E. 1019.64 FEET; THENCE S. 01°39'39" E. 26.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S. 01°39'39" E. 246.63 FEET; THENCE S. 88°09'01" W. 301.51 FEET; THENCE N. 45°53'43" W. 167.63 FEET; THENCE S. 88°08'49" W 76.98 FEET; THENCE N01°51'21" W 100.97 FEET; THENCE 35.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 42.13 FEET AND A CHORD THAT BEARS N. 34°47'15" E. 34.31 FEET; THENCE N. 88°08'49" E. 414.62 FEET; THENCE S. 89°36'15" E. 60.81 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST 1/4 OF SAID SECTION 7, CONTAINING 2.45 ACRES OF LAND, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Manufacturing and Engineering Center

- **Address:** 13001 Merriman, Livonia, MI 48150
- **Parcel ID:** 105-99-0041-002
- **Current Zoning:** New Zone M-2 General Manufacturing
- **Legal Description:** A PARCEL OF LAND LOCATED IN THE COUNTY OF WAYNE, CITY OF LIVONIA, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS: THE SOUTH 190 FEET OF THE NORTH 780 FEET OF THE EAST 825 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, EXCEPT THE EAST 60 FEET THEREOF TAKEN FOR ROAD RIGHT OF WAY, EXCEPT THE NORTH 95 FEET OF THE WEST 115 FEET.

AS SURVEYED LEGAL DESCRIPTION: PART OF THE NORTHEAST QUARTER OF SECTION 27, T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION, NOO°02'20"W 543.46 FEET; THENCE N89°22'35"W 60.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF "PARAGON TECHNOLOGY PARK SUB'N", AS RECORDED IN LIBER 101 OF PLATS, PAGE 59, WAYNE COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID PLAT, N89°22'35"W 765.00 FEET; THENCE NOO°02'20"W 95.00 FEET; THENCE 589°22'35"E 115.00 FEET; THENCE NOO°02'20"W 95.00 FEET; THENCE 589°22'35"E 650.00 FEET TO A POINT ON THE WEST LINE OF MERRIMAN ROAD (60 FEET WIDE, 1/2 WIDTH); THENCE ALONG SAID WEST LINE, SOO°02'20"E 190.00 FEET TO THE POINT OF BEGINNING.

II. BACKGROUND

Schoolcraft transferred the Units to a developer who has since transferred the Units back to Schoolcraft. The Units are a part of a condominium type development with multiple other parcels utilizing common elements and infrastructure. Most of the College Park development has been completed. Unit 14 was previously transferred back to Schoolcraft and is used for MASCO's global headquarters. Schoolcraft did not seek to have that Unit returned to Public Lands because it is used for a commercial purpose. The developer transferred Unit 15 back to Schoolcraft at the same time Unit 14 was transferred to Schoolcraft. The developer also subsequently transferred Unit 11 back to Schoolcraft. The Units are currently vacant.

The Manufacturing and Engineering Center is Schoolcraft's new home for Computer Aided Design (CAD), Engineering, Electronics, Advanced Manufacturing, Mechatronics, Metallurgy, Plastic Technology, Robotics & Automation, Occupational Safety, and Welding. The facility serves 300-400 students each day (including local high school students) and is one way that Schoolcraft is investing resources to meet the modern labor demand for engineering technology professionals.

III. FUTURE USE:

Schoolcraft's future use for the Manufacturing and Engineering Center is to continue the significant progress made in developing and transforming education to meet the modern workforce demands. Schoolcraft has not made a final determination as to the Units future uses. However, Schoolcraft is committed to keeping the Units uses consistent with and limited to those set forth in the Community College Act (MCL 389.101, et seq. specifically MCL 389.121, 123, and 126). As such, Schoolcraft would like the properties rezoned to be consistent with the rest of its campus which is likewise zoned as Public Lands.

IV. CITY'S TAX BASED UNCHANGED

The Units and the Manufacturing and Engineering Center are owned by Schoolcraft, which is reflected on the tax rolls. So the rezoning will have zero impact on Livonia's tax base.

V. CONCLUSION

This request is part of cleaning up title and zoning related issues for Schoolcraft property that is dedicated to school related uses. Accordingly, the land should be rezoned to Public Lands since that will limit the future use of this land. Thank you for your time and consideration. We look forward to working with you as Schoolcraft looks to continue to developing, modernizing, and improving its campus.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

SEYBURN KAHN

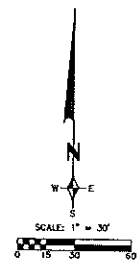
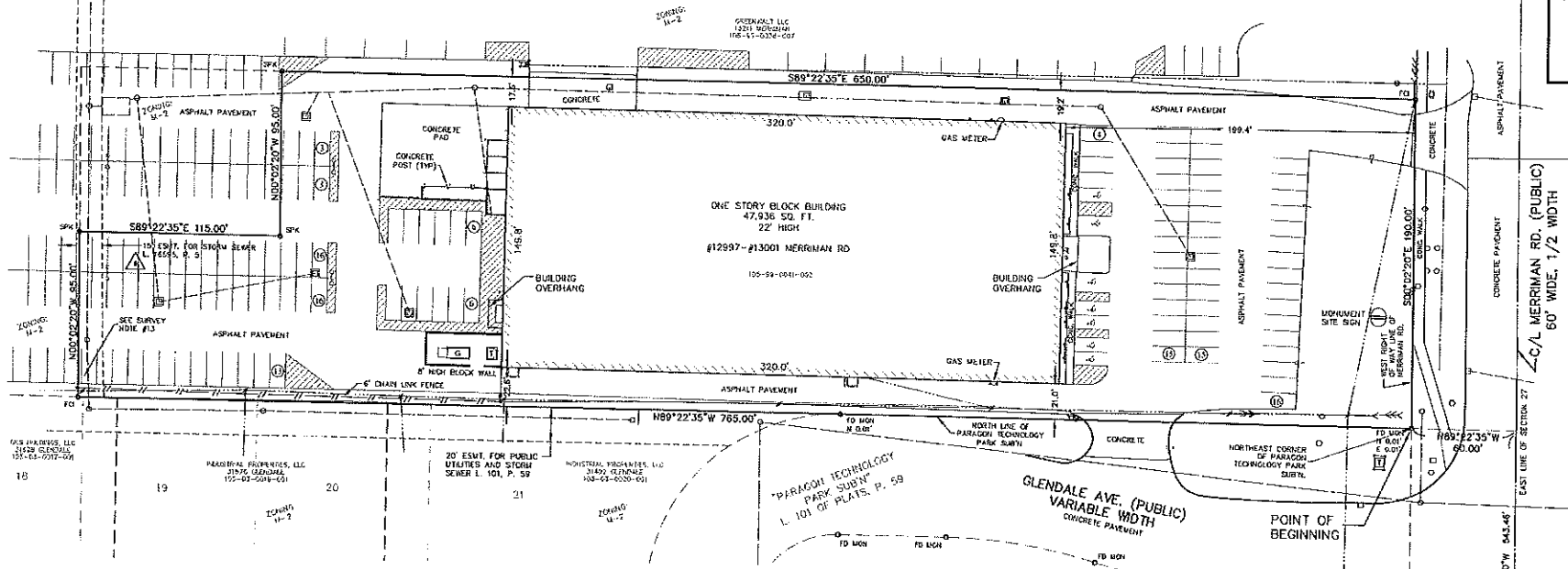
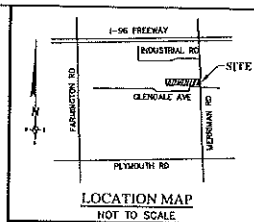


Kevin M. Aoun

KMA/ck

CC: Glenn Cerny; Planning@ci.livonia.mi.us

Enclosures



SURVEY NOTES:

1. THE SURVEYED PROPERTY IS IN A FLOOD HAZARD FLOOD ZONE II, FIRM MAP NO. 1814000000, EFFECTIVE DATE 2-2-2012. THE ABOVE FLOOD PLAIN DESIGNATION IS FOR INFORMATION ONLY AND IS BASED ON THE FIRM MAP LISTED ABOVE. AVAILABLE INFORMATION FROM FEMA ON THE DATE OF THIS SURVEY. THIS SURVEY ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
2. THE BENCHMARKS ARE BASED ON THE NORTH LINE OF "PARAGON TECHNOLOGY PARK SUB" AS RECORDED IN UNDER 101 OF PLATS, PAGE 58, WAYNE COUNTY RECORDS, BEING N. 81°22'35" W.
3. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AS DISCLOSED BY AVAILABLE RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.
4. PARKING: 113 REGULAR PARKING SPACES, 7 HANDICAPPED SPACES, 120 TOTAL PARKING SPACES.
5. PARCEL CONTAINS 124,411 SQUARE FEET OR 3.09 ACRES OF LAND.
6. AT THE TIME OF INSPECTION THERE WAS NO OBSERVED EVIDENCE OF CEMETERIES LOCATED ON SUBJECT PROPERTY.
7. THE SITE IS ZONED M-2, GENERAL MANUFACTURING. DETACHMENTS: FRONT: 50', SIDE: 20', SIDE YARD ADJUTING A STREET: 25', REAR: 50'. SETBACKS ARE LISTED ACCORDING TO THE ZONING ORDINANCE. DETACHMENTS ARE SUBJECT TO INTERPRETATION OF FRONT, SIDE AND REAR VARIANCES AND VARIOUS PLANNING AND SITE PLAN APPROVALS. ONLY THE APPROPRIATE MUNICIPAL AUTHORITY CAN DETERMINE IF THE SURVEYED PROPERTY CONFORMS TO ZONING REQUIREMENTS. THE SURVEYOR CAN SHOW THE SETBACK LINES ON THE DRAWING ONLY IF A ZONING REPORT IS PROVIDED THAT ELABORATES THE DETACHMENT LINES. A MORE DETAILED RESPONSE TO ITEMS 8a AND 8b REQUIRES A COMPLETE ZONING REPORT. NO ZONING REPORT WAS PROVIDED.
8. THERE ARE NO CHANGES IN STREET RIGHT-OF-WAY KNOWN TO THIS SURVEYOR.
9. THERE WAS NO OBSERVED EVIDENCE OF EARTHQUAKE, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS ON DATE OF FIELD SURVEY.
10. THE PROPERTY HAS DIRECT ACCESS TO MERRIMAN ROAD AND GLENDALE AVENUE, BOTH PUBLIC ROADS.
11. THERE WAS NO OBSERVED EVIDENCE THAT THE SUBJECT SITE IS CURRENTLY BEING USED AS AN ACTIVE SOLID WASTE DUMP, DUMP OR SANITARY LANDFILL ON DATE OF FIELD SURVEY.
12. NO UNDEVELOPED WETLANDS WERE OBSERVED AT THE TIME OF THE LATEST FIELD INSPECTION.
13. INDUSTRIAL ROAD (30 FEET WIDE) APPEARS ON THE PLAT "PARAGON TECHNOLOGY PARK SUB" TO BE SHOWN NORTH OF THE REFERENCE PLAT AND ENCUMBRANCE A LENS FROM A PORTION OF LOT 13 TO A PORTION OF LOT 16. NO ENCUMBRANCES ARE PROVIDED TO THE EXTENT OF INDUSTRIAL ROAD TO WHERE IN RELATION IT MAY EFFECT THE SUBJECT PROPERTY. SINCE THEN, IT APPEARS AS IF THE ROAD HAD BEEN VACATED. HOWEVER, NOTHING IN THE TITLE WORK HAS BEEN PROVIDED STATING TO THAT EFFECT.

LEGAL DESCRIPTION (PER TITLE COMMITMENT):

A PARCEL OF LAND LOCATED IN THE COUNTY OF WAYNE, CITY OF LYONSIA, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:
THE SOUTH 100 FEET OF THE NORTH 200 FEET OF THE EAST 255 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LYONSIA, WAYNE COUNTY, MICHIGAN, EXCEPT THE EAST 60 FEET THEREOF TAKEN FOR ROAD RIGHT OF WAY, EXCEPT THE NORTH 95 FEET OF THE WEST 115 FEET.

LEGAL DESCRIPTION (AS SURVEYED):

PART OF THE NORTHEAST QUARTER OF SECTION 27, T. 1 S., R. 9 E., CITY OF LYONSIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION, THENCE ALONG THE EAST LINE OF SAID SECTION, N00°02'20"W 543.48 FEET; THENCE N89°22'35"W 60.00 FEET TO THE NORTHEAST CORNER OF THE PLAT OF "PARAGON TECHNOLOGY PARK SUB", AS RECORDED IN UNDER 101 OF PLATS, PAGE 58, WAYNE COUNTY RECORDS AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID PLAT, N89°22'35"W 765.00 FEET; THENCE S00°02'20"E 115.00 FEET; THENCE S00°02'20"E 55.00 FEET; THENCE S89°22'35"E 650.00 FEET TO A POINT ON THE WEST LINE OF MERRIMAN ROAD (60 FEET WIDE, 1/2 MILE); THENCE ALONG SAID WEST LINE, S00°02'30"E 190.00 FEET TO THE POINT OF BEGINNING.

LEGEND:

- MANHOLE
- GAS VALVE
- DATE VALVE
- HYDRANT
- WATER SHUT-OFF
- UTILITY POLE
- UTILITY ANCHOR
- FENCE
- SANITARY SEWER
- STORM SEWER
- GAS MAIN
- ELECTRIC CABLE
- BOUNDARY LINE
- PARCEL LINE
- SECTION LINE
- EASEMENTS
- SECTION CORNER
- FO UNK. TO SPI
- FOUND MONUMENT
- FOUND CHAPPED MON
- SET "P" FILE
- NUMBER OF PARKING SPACES
- EXCEPTION NUMBER

SCHEDULE Bb EXCEPTIONS:

1. - A. NOT MATTERS OF SURVEY.
2. - GRANT OF EASEMENT IN FAVOR OF THE CITY OF LYONSIA AND THE CONSENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN UNDER 15945, PAGE 5, REVISION #244334 SHOWN.
3. - 14. NOT MATTERS OF SURVEY.

CERTIFICATION

TO: CHARTERS LLC, MARKETING GROUP, LTD., A MICHIGAN CORPORATION, HOMETOWN ONE, TITLE ADDRESS, L.L.C. AND FIRST AMERICAN TITLE INSURANCE
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MICHIGAN STANDARD DEEDAL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, DULY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4, 6(a), 6(b), 7(a), 8, 9, 10, AND 14-19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 7, 2021.

DATE: 09-27-2021
DATE: 09-27-2021
JASON D. OSWALT
PROFESSIONAL SURVEYOR NO. 67109
JOSPH PETERSON 202660004



REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY
OWNER REVIEW	8/27/21	JAW	OWNER REVIEW	8/27/21	JAW	OWNER REVIEW	8/27/21	JAW	OWNER REVIEW	8/27/21	JAW
OWNER REVIEW	8/27/21	JAW	OWNER REVIEW	8/27/21	JAW	OWNER REVIEW	8/27/21	JAW	OWNER REVIEW	8/27/21	JAW
DESIGN DEVELOPMENT	8/27/21	JAW	DESIGN DEVELOPMENT	8/27/21	JAW	DESIGN DEVELOPMENT	8/27/21	JAW	DESIGN DEVELOPMENT	8/27/21	JAW
PERMITS	8/27/21	JAW	PERMITS	8/27/21	JAW	PERMITS	8/27/21	JAW	PERMITS	8/27/21	JAW

ZIMET Wozniak
11111 E. 11th Ave., Suite 100
Livonia, MI 48150
734-461-1111
www.zimet.com

ALTA/NSPS LAND TITLE SURVEY
18800 HAGGERTY ROAD
LYONSIA, MI 48152

FIRST AMERICAN TITLE INSURANCE COMPANY, FILE 251876, COMMITMENT DATE NOVEMBER 21, 2018

ALTA/NSPS LAND TITLE SURVEY
MANUFACTURING & ENGINEERING CENTER
LYONSIA, MICHIGAN
SCALE: PER 1" = 30'
REVISION: 19104
SHEET: 5-1

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

November 29, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-11-01-10 – #13001 Merriman Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of **#13001 Merriman Road**, and the legal description contained with the petition appears to be correct. This department does not feel the change in zoning is appropriate for the subject property, as it would allow for building specifications (signage, coverage, setbacks, etc.) that would be less stringent than those that were required for the neighboring parcels within the same development.

The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia. Privately-owned storm sewer is available within the existing parcel. At this time, there is nothing that would indicate negative impacts to any of the existing utilities since the petition is for zoning purposes. Should the site be re-developed, or additional construction planned, the owner would need to submit drawings to this Department to determine if permits will be required.

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 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 16, 2021

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

Petition 2021-11-01-10 - 13001 Merriman Road

Dear Mr. Miller,

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

Please contact me if you have any further questions.

Very truly yours,


Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

November 17, 2021

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

Re: Petition 2021-11-01-10

13001 Merriman Road
Schoolcraft College

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. This is listed as an exempt parcel, there are no taxes due, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

UNAPPROVED MINUTES

1

MINUTES OF THE 1,180th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, December 14, 2021, the City Planning Commission of the City of Livonia held its 1,180th Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

Members present: David Bongero Sam Caramagno Betsy McCue
 Carol Smiley Peter Ventura Ian Wilshaw

Members absent: Glen Long

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

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

ITEM #3 PETITION 2021-11-01-10

Schoolcraft

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

Mr. Taormina: This is a request by Schoolcraft College to rezone a property that it owns and utilizes for educational purposes. In this case, the property is on Merriman Road on the northwest corner of Glendale Avenue and Merriman Roads. This property is just over 3 acres in area. It has 190 feet of frontage on Merriman by a depth of roughly 765 feet. This property contains a roughly 40,000 square foot former manufacturing facility. It is now used as part of the college's manufacturing and engineering center. The subject property is shown on our Master Plan as Tech and Manufacturing. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated November 29, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. The subject parcel is assigned the address of #13001 Merriman Road, and the legal description contained with the petition appears to be correct. This department does not feel the change in zoning is appropriate for the subject property, as it would allow for building specifications (signage, coverage, setbacks, etc.) that would be less stringent than those that were required for the neighboring parcels within the same development. The existing parcel currently has access to public water main and sanitary sewer owned by the City of Livonia. Privately-owned storm sewer is available within the existing parcel. At this time, there is nothing that would indicate negative impacts to any of the existing utilities since the petition is for zoning purposes. Should the site be re-developed, or additional construction planned, the owner would need to submit drawings to this Department to determine if permits will be required."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated November 16, 2021, which reads as follows: *"I have reviewed the addresses 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."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated November 17, 2021, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. This is listed as an exempt parcel, there are no taxes due, therefore I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

UNAPPROVED MINUTES

3

- Mr. Wilshaw: Are there any questions of the Planning Director?
- Mr. Ventura: Mr. Taormina, in the event that Schoolcraft College were to sell this building, it would come before us to be rezoned back to Tech and Engineering or one of the zoning categories other than PL and then it would be subject to all of the ordinances for the City of Livonia?
- Mr. Taormina: Most likely M-2 and yes, that would be correct.
- Mr. Ventura: Thank you.
- Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions? If not, we will go to our petitioner again. Good evening.
- Mr. Auon: Good evening, again. So, this building is actually fully built out. It is a fantastic facility for vocational and trades. It has our plastics. It has CAD. A lot of hands-on learning takes place here. If anyone here hasn't visited this building, we welcome anyone and we will give you a visit to walk through, because this is truly a gem. It is unfortunate that it is not on the main campus, a little bit further away, but this area has become almost a little satellite with some of our other hands-on programs like that. Again, same as before, it is for Schoolcraft purposes. We want to keep it there in Public Lands, as Mr. Taormina pointed out. If we wanted to change this and change the building, we would have to get it pulled out of Public Lands. We have no intention of doing that at this time. Obviously, who knows what the future holds. It actually makes it harder to sell once we put it into Public Lands, because it is a process to get it out, to come back here for anyone who would have to buy it. It is almost kind of cementing it as our uses and gives a lot more control back to the Planning Commission if it ever goes back to any type of commercial use.
- Mr. Wilshaw: Thank you. Any questions for our petitioner regarding this property? I don't see any of questions from any of our commissioners. There is no one in our audience, I believe, wishing to speak for or against this. Again, we will give you final word. Is there any final words you would like to make?
- Mr. Auon: No, sir.
- Mr. Wilshaw: Thank you. With that, I will go to the commission and look for a motion.

On a motion by Bongero, seconded by McCue, and unanimously adopted, it was

#12-71-2021 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on December 14, 2021, on Petition 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 13001 Merriman Road, located on the west side of Merriman Road between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands, the Planning Commission does hereby recommend to the City Council that Petition 2021-11-01-10 be approved for the following reasons:

1. That the current use of the property is for educational purposes for which P-L zoning is a more appropriate zoning.
2. That a change to P-L is compatible to and in harmony with the surrounding industrial and P-L zoning in the area, and
3. That the proposed change corresponds to the College's ownership of the subject property.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and Section 13.15 of Livonia Vision 21 Zoning Ordinance.

Mr. Wilshaw: Is there any discussion?

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

AN ORDINANCE AMENDING SECTION 7 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF THE LIVONIA VISION 21 ZONING ORDINANCE KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated December 14, 2021, recommending approval of Petition 2021-11-01-10, having been considered by the Council, and the Council having conducted a public hearing on February 23, 2022, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2021-11-01-10 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Section 13.15 of the Livonia Vision 21 Zoning Ordinance, is hereby amended by adding thereto the following section:

Section 3.____. Petition 2021-11-01-10 submitted by Schoolcraft College is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from M-2 (General Manufacturing) to P-L (Public Lands):

Land situated in the City of Livonia, County of Wayne, State of Michigan described as follows:

Manufacturing and Engineering Center

Parcel No. 105-99-0041-002

A parcel of land located in the County of Wayne, City of Livonia, State of Michigan, is described as follows: The South 190 feet of the North 780 feet of the East 825 feet of the South 1/2 of the Northeast 1/4 of Section 27, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, except the East 60 feet thereof taken for road Right of Way, except the North 95 feet of the West 115 feet.

As surveyed legal description: Part of the Northeast Quarter of Section 27, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as: Commencing at the East Quarter Corner of said section; thence along the East line of said Section, N. 00°02'20" W. 543.46 feet; thence N. 89°22'35" W. 60.00 feet to the

Northeast Corner of the Plat of "Paragon Technology Park Sub'n", as recorded in Liber 101 of Plats, Page 59, Wayne County Records and the Point of Beginning; thence along the North line of said Plat, N. 89°22'35" W. 765.00 feet; thence N. 00°02'20" W. 95.00 feet; thence 589°22'35" E., 115.00 feet; thence N. 00°02'20" W. 95.00 feet; thence 589°22'35" E. 650.00 feet to a point on the West line of Merriman Road(60 feet wide, 1/2 width); thence along said West line, S. 00°02'20" E. 190.00 feet to the point of beginning.

and the Southwest ¼ of Section 7 of the Zoning Map is hereby amended to conform to the changes made in this section.

Section 4. The attached map designated "Amendment No. ____ to the Zoning Map of the City of Livonia" showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. 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 6. 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.

**PUBLIC HEARING
DIRECTION**

WEDNESDAY, FEBRUARY 23, 2022

PETITION 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7 from C-4, High Rise Commercial to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 13001 Merriman Road, located on the west side of Merriman Road, between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36 from RUF, Rural Urban Farm to C-1, Local Business.

**DIRECTION: 1) DENYING
2) APPROVING**

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF MARCH 14, 2022**



LETTER TO THE LIVONIA CITY COUNCIL

22.

Law
February 28, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Department of Law, re: to amend Section 020, Title 10, Chapter 48 (Right of Way and Private Parking) , to conform with the recent amendments to the traffic ordinances.

First Reading given by Councilmember Kathleen McIntyre on Monday, February 28, 2022

BACKGROUND

This proposed amendment changes the Section of the Code of Ordinances in Subsection B to conform with the recent amendments to the traffic ordinances.

RECOMMENDATION

Approve for first read.

FISCAL CONSIDERATION

None

ATTACHMENTS

1. 48.020 - ROW Parking
2. LTC S021622 Section 020, Title 10, Chapter 48 (Right of Way and Private Parking)

APPROVED BY

A handwritten signature in blue ink, appearing to read "Paul Bernier".

Date: January 25, 2022

Paul Bernier, City Attorney

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan".

Date: January 27, 2022

Maureen Miller Brosnan, Mayor

**AN ORDINANCE AMENDING SECTION 020 TO
TITLE 10, CHAPTER 48 (RIGHT OF WAY AND
PRIVATE PARKING) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Title 10, Chapter 48 of the Livonia Code of Ordinances, as amended, are hereby amended to read as follows:

**10.48.020 - Private property—Parking prohibited without consent—
Complaints—Towing fees limited, subject to hearings—Booting, sticker
prohibited.**

- A. It is unlawful for any person to park any motor vehicle on any private property without the express or implied consent, authorization or approval of the owner, holder, occupant, lessee, agent or trustee of such property. Complaint for the violation of this section shall be made by the owner, holder, occupant, lessee, agent or trustee of said property, and the police department of the city shall enforce this section.
- B. No person may charge a fee in excess of the limitations imposed by Section ~~10.21.240~~ 10.21.010 of this Code of Ordinances for the removal of any vehicle towed in or from the city in consequence of its having been parked on private property without permission as set forth in subsection A. of this section. A violation of this subsection shall be deemed to be a misdemeanor.
- C. Any person whose vehicle has been towed in consequence of an alleged violation of subsection A. of this section may petition the 16th District Court for a reduction or refund of any fee collected in connection with such tow on the grounds that:
 1. The petitioner did not, in fact, violate subsection A. of this section, or
 2. If petitioner did commit such a violation, the facts surrounding the violation mitigated the violation itself.

The petitioner must provide notice of such appeal to the recipient of such fee in accordance with the provisions of the Michigan Court Rules governing notice to defendants of the commencement of a civil action, and upon the provision of such notice, proceedings shall be had pursuant to the provisions of MCL Sections

257.252d, 257.252e and 257.252f, governing appeals of tow fees imposed by police agencies. The court may, on finding conditions set forth in subdivision 1. or 2. of this subsection, order the recipient of the tow fee to refund all or a portion of such fee.

D. No person may, in the city, place a mechanical device commonly known as a "boot" on, or otherwise disable movement of, any vehicle, nor may any person place a sign, poster, nontransparent material, window application, reflective film, or nonreflective film upon or in the front windshield, the side windows immediately adjacent to the driver or front passenger, or the sidewings adjacent to and forward to the driver or front passenger, in consequence of the vehicle having been parked in violation of subsection A. of this section. A violation of this subsection shall be deemed to be a misdemeanor.

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.



LETTER TO THE LIVONIA CITY COUNCIL

17.

Law
January 25, 2022

MEETING DATE

Study Meeting of
February 16, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCE, AS AMENDED: Department of Law, re: to amend Section 020, Title 10, Chapter 48 (Right of Way and Private Parking) , to conform with the recent amendments to the traffic ordinances.

BACKGROUND

This proposed amendment changes the Section of the Code of Ordinances in Subsection B to conform with the recent amendments to the traffic ordinances.

RECOMMENDATION

Approve for first read.

FISCAL CONSIDERATION

None

ATTACHMENTS

1. 48.020 - ROW Parking

APPROVED BY

Date: January 25, 2022

Paul Bernier, City Attorney

Date: January 27, 2022

Maureen Miller Brosnan, Mayor



LETTER TO THE LIVONIA CITY COUNCIL

23.

Planning
February 24, 2022

MEETING DATE

Public Hearing of
February 23, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

REZONING PETITION: Planning Commission, re: Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest $\frac{1}{4}$ of Section 36, from RUF (Rural Urban Farm) to C-1 (Local Business).
Public Hearing held on February 23, 2022.

BACKGROUND

RECOMMENDATION

At the 1,182nd Public Hearing and Regular Meeting held by the City Planning Commission on January 25, 2021, the following resolution was unanimously adopted:

#01-04-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on January 25, 2022, on Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C. pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest $\frac{1}{4}$ of Section 36, from RUF (Rural Urban Farm) to C-1 (Local Business), the Planning Commission does hereby recommend to the City Council that Petition 2021-12-01-11 be approved for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding land uses and zoning districts in the area.
2. That the proposed change of zoning is consistent with the developing character of the area.
3. That the proposed change of zoning represents a reasonable and logical zoning plan for the subject property which adheres to the principles of sound land use planning.
4. That the proposed change of zoning affects only a small portion of the property and will bring the subject parcel under a single zoning classification, and
5. That the proposed change of zoning is consistent with the Livonia Vision 21 Future Land Use Map.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia Vision 21 Zoning Ordinance.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. PH022322 Petition 2021-11-01-11 (Maple Real Estate Group) Minutes
2. 2021-12-01-11_Maple Real Estate_E-COUNCIL Pkt
3. PH022322 Petition 2021-12-01-11 (Maple Real Estate Group)
4. PH022322 Petition 2021-12-01-11(Maple Real Estate Group) Legal Notice
5. DIRECTION 2021-11-01-11

APPROVED BY

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Wednesday, February 23, 2022

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Wednesday, February 23, 2022.**

MEMBERS PRESENT: Jim Jolly, President
 Laura Toy, Vice President (audio only)
 Brandon McCullough
 Scott Morgan

MEMBERS ABSENT: Scott Bahr
 Rob Donovic
 Kathleen McIntyre

OTHERS PRESENT: Leo Neville, Assistant City Attorney
 Mark Taormina, Planning and Economic Dev. Director
 Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:12 p.m. with President Jim Jolly presiding. This item is regarding Petition 2021-11-01-11 submitted by Maple Real Estate Group, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36, from RUF (Rural Urban Farm) to C-1 (Local Business).

This item will move to the Regular Meeting of **March 14, 2022.**

The Public Hearing is now open. There were 4 persons in the audience.

Jolly: Mr. Taormina, the initial presentation please.

Taormina: Thank you, again, this is a request to rezone a property that is on the east side of Middlebelt Road, just south of Grandon Avenue. The change would be from R-U-F, Rural Urban Farm, to C-1, Local Business. The address of the property is 9120 Middlebelt Road. The rezoning would affect only the east 58-feet of this parcel, the remaining westerly part is currently zoned C-1 Local Business. Thus, the intent is to bring the entire parcel under a single zoning classification. The parcel as you can see here is L-shaped, with 67-feet of frontage on Middlebelt Road. It has a depth of roughly 373-feet along its north property line. The rear 58-feet of the parcel extends south for 151-feet. This is the area that is proposed to be rezoned. It measures 58-feet by 151-feet, for a total area of 8,758 square feet. 9120 Middlebelt, overall, is roughly 30,000 square feet. It was just under 7/10 of an acre. Adjoining 9120 Middlebelt, to the south, is 9106 Middlebelt, which is under the same ownership as zone C-1,

Local Business. 9106 Middlebelt adds another 34-feet of road frontage and 33,000 square feet of land, so again, the two parcels contain roughly 100-feet of frontage on Middlebelt Road and have a total land area of 1.45 acres. Both parcels are vacant and would be combined and developed as a single site. The purpose of the rezoning is to facilitate the future development of a planned residential development, consisting of a multifamily apartment complex. Section 5.02 of the ordinance provides the standards for PRDs, which are treated as a waiver use in commercial districts, subject to the review of the Planning Commission and City Council. Planned developments are afforded considerable design flexibility, including modification in lot sizes, modifications in yard requirements and allowing uses that are not otherwise permitted within the zoning district. This is the preliminary layout; it shows a multifamily apartment complex that would be made up of three buildings. Each building would contain eight (8) units, for a total of twenty-four (24) dwelling units. Building number one (1) is positioned towards the front of the site, that's the one closest to Middlebelt Road. Building number two (2) would occupy the rear, including the area that is proposed to be rezoned. Building number three (3) is between building number one (1) and two (2), along the south edge of the property. There is a two-way private road from Middlebelt that would provide access to all three (3) buildings. The plan shows forty-eight (48) parking spaces. Each building would be two (2) stories in height with eight (8) units, four (4) on each floor. Each unit would have two (2) bedrooms, a living and dining area, kitchen, one and a half baths as well, also a walk-in closet. The buildings have been preliminarily designed to show that they are mostly brick with stone accents. The roofs would be peaked with asphalt shingles, fiber cement siding would be used for the gable that is presented. Looking at the surrounding neighborhood immediately to the north of the site, four (4) single family homes that are on lots that measure roughly 62-feet by 113-feet. These lots are part of the Pearl Wilson subdivision. The zoning is N-1, One Family Residential. To the east and to the south are single family homes along Oxbow Street. These homes are on a slightly larger unplanted parcels that are zoned R-U-F. Also, to the south, is Newport Park, which is a multifamily development that is zoned NM-1. This 27-unit attached condominium was approved in 2001 under the R-C, Condominium Residential district regulations. Just to familiarize yourself with this map, the overall parcel is highlighted in blue. There are actually two (2) parcels, the overall site is highlighted in blue, 9120 is this piece that is L-shaped. 9106 is this triangular shaped parcel. It is the rear portion of 9120 that is requested to be rezoned. Newport Park condominiums are located here, to the south. The other single-family homes surrounding the site to the north and to the east. The Livonia Vision 21 future land use map does designate this property as medium density residential. This corresponds to a density between five (5) to fourteen (14) dwelling units per acre. The proposed housing development as shown on these preliminary plans, has a density of sixteen and a half

dwelling units per acre, so it is slightly higher by approximately four (4) units than what the Master Plan recommends. Planning Commission is recommending approval of the zoning change, should Council agree and give first reading, the next step and review process would be the review of the site plan on a waiver use. With that, Mr. President, I would be happy to answer any questions.

Jolly: Thank you, we'll go to the Petitioner for initial presentation here.

Fakih: Good evening, my name is Sam Fakih, I'm one of the owners of Maple Real Estate Group. I really didn't have an official presentation for you, other than to answer any questions that you may have. Like Mr. Taormina said, it's just a first step of just rezoning this back end of this parcel. The next step we're going to do is, hopefully, come on back and do a site plan, more detailed plans that you guys can dive into. Unless you have any other questions, all I say is that I hope to ask for your approval.

Jolly: Thank you, sir. We need to hear from the audience that would like to communicate in regard to this item. Sir, do you have any communication that you would like to give us? Come on up to the podium please. Good evening, sir, state your name and address for the record please.

Shekell: My name is Don Shekell, my address is to 29161 Grandon.

Jolly: Thank you sir, please proceed.

Shekell: Ok, I have a number of concerns with this whole issue.

Jolly: Wait, before you get started. Let me just say, for the record, right now, the only thing that is up for discussion, is this zoning request of this little sliver of land. What these buildings look like and this proposal that has been described here, we're not considering that at this point. There will be subsequent hearings if they wish to proceed in regards to that, okay? I just wanted to frame that for you really quick.

Shekell: Yeah, and I understand. I have spoken to Mr. Taormina about this before, during the Planning hearing. Two (2) things about this issue with the lots that we're talking about, is that the L-shaped lot was split. When was that split? A little over a year ago, that L-shaped lot was a single family residential. The triangular lot was commercial office. I looked that up and I went through the Planning Commission, and I went through the site. I was confirmed by that. We got the notice that they want to rezone this behind us. My property is directly north of the lot we're talking about. Suddenly, we're rural urban family, which never was before, it was single family. My question then, was, when did all this get changed? Nobody had an answer for that, but it got changed to C-1. Why did it get changed to C-1 if you want to do housing? You're talking about doing housing, but

its C-1. Now you have this lot behind me that you want to also make C-1 to accommodate whatever they want to build there. I never got any answers as to when it got changed to C-1 without any hearings with any of the neighbors around it. Now we have this one little sliver of land, and now we have to have a hearing on that. You didn't have a hearing on any of the other ones. I'm just not quite sure what the whole intent here is.

Jolly: I understand your frustration. To be honest with you, this is the first time that I'm hearing about any of this. The person who is best suited to give you the history of the property, as you said, you have spoken to Mr. Taormina, he's probably best suited to give you the history in regards to any of those changes that were made. I know that here on Council, right now, we're not prepared to answer those questions and normally we wouldn't be. That would be an administrative function to give you that history.

Shekell: Ok, in regard to that, I am against, and I have to talk to my neighbors and all that, we're against the change of this to C-1. Ok.

Jolly: Thank you sir, thank you very much. Any questions from the Council, Mr. Morgan? Any questions?

Morgan: I don't have any questions.

Jolly: Mr. McCullough?

McCullough: No, no questions.

Jolly: Miss Toy, any questions?

Toy: Yeah, just a really quick question, Mr. President. If I may, to the petitioner, what other properties do you have, in regards to apartments, or multifamily units that are similar to what is before us.

Jolly: Ok, I think Ms. Toy has asked the Petitioner, what kind of background do you have in regards to developing multifamily housing/apartments such as this?

Fakih: Sure. In terms of background, I'm a real estate investor that has multiple investments in medical office, retail, as well as multifamily. I'm involved currently in an apartment complex. It's a 90-unit in West Dearborn, called Wagner West. It's right behind the Ford Wagner complex, as well as I was involved in another complex in Dearborn. More on the east side, on Oakland Street. I have massive real estate, in terms of experience, twenty (20) plus years, as well as experience in multifamily specifically.

Jolly: Thank you, sir.

Toy: Has he contacted the neighbors that about the building in that area?

Jolly: Have you spoken to the neighbors in the surrounding properties?

Fakih: Not yet, but I am open to speaking with the neighbors. I don't have any issues; we want to be good neighbors. That's why we design nice looking buildings that are surrounded by a lot of greenery. What we did is that we try to maintain the height, same height building as the condos next door, so you're not going to see an enormous building when you move up. We've also scattered the buildings, kind of diagonally, to make it more of a neighborhood within a walkway all around. We designed a walkway with a gazebo all around the complex, so there are a lot of things that we're doing to be good neighbors. To make it look nicer than having a drive through restaurant there, as C-1 zoning would allow. We hope that we would be welcomed by the neighbors and we're more than happy to sit down and talk to the neighbors.

Toy: Mr. President? It may be helpful if the Petitioner gave us some of the addresses where his involvements are with the multi units in Dearborn. We don't have a full Council here tonight, so I would ask that this be a motion of approving and a denying.

Jolly: Thank you, Ms. Toy. To reiterate, she's offering a motion of both an approving and a denying on the March 14th meeting like the other Petitioner. She is asking that that you provide some addresses of some of the properties that you are currently involved with. Mr. Taormina?

Taormina: Just in response to Mr. Shekell's comments regarding the zoning history. This was an issue that came up following the Planning Commission's Public Hearing. I did have chance to go back and take a look at the zoning history. The map I am going to show you is from 1965 and you might recall that is the year that the city adopted ordinance 543, which made significant changes to not only the zoning ordinance but also the district zoning map. The area that we're looking at is right here. I know it is difficult, this is a single map of the entire city. The parcel that is shown here, and you can see the configuration. This is actually part of a subdivision lot, so 106 and parts of lots 68 and 107 of Newman Joy Road subdivision. Without getting into too much of the details, you'll see that the P-F, which stands for Professional Services, P-F was the zoning classification that the predecessor to our Office Services classification. As you know, last year, with the adoption of the Livonia Vision 21 zoning ordinance, we eliminated the O-S district and that changed over to C-1. This in fact, shows this parcel as P-F, so you have to respect the fact that is a heavy line showing that, but it indicates that this parcel right here is P-S, and the area that we're talking about is just slightly to the south. Mr. Shekell's house is roughly located here on Grandon Avenue. Again, this

is from 1965, I think prior to that, we did locate some maps before 1965, which did show this as residential. From 1965 up until last year, it was either Professional Services or Office Services and then last year, it changed to C-1.

Jolly: That's great information, I appreciate you looking it up. If we go to the east, to this little sliver of property that's being considered at this point, when did that sliver of property become, I presume, broken away from the houses further to the east?

Taormina: That I do not know, you are right. That original lot extended all the way to the rear, here. At some point, it was split and a portion of it was sold. Another portion of the lot itself was acquired by the owners of this property. I'm assuming it was the current owners, the Venturas. I don't know the history of the parcel divisions, we can try to get that information for you prior to the voting meeting, but I don't have the details on that.

Jolly: Thank you, sir. Any other comments from anybody involved?

Shekell: Can I make a comment on that?

Jolly: You can go to the podium if you want to.

Shekell: Thank you. Mr. Taormina...

Jolly: No, no, no. You have to direct your comments up here.

Shekell: The lot he is talking about, the L-shaped lot, he said since 1965, it was changed? I've lived on that street my entire life. When I was born, we moved there in 1955. I've been on that property all this time, I grew up two (2) houses down at 29127. The Venturas, who own the property, lived there. They were living at a single family, the lot next to it had houses on it, it was single family. None of that would have changed while they were living on it. How it goes back to 1965, to sit there and say, 'oh, that's when it was changed' is definitely incorrect. That's why I go back to it, like I said, he doesn't know when that property line got split. Why did it get split? No one has an answer or that. Like I said, I checked just a year ago. It was single family residential. The one next to it was a commercial office. I don't understand why we can't figure out when this happened.

Jolly: With all due respect, Mr. Taormina is as good and as reliable as they come.

Shekell: I understand that.

Jolly: I'll just ask him to see if he can do any further research to give us further information when this comes back on March 14.

Shekell: I know who the owners of the property were, I grew up with them.

Jolly: Thank you sir. Mr. McCullough?

McCullough: Through the Chair to the petitioner, If I may. I know this is zoning so I really want to stick to that. My only question is with the renderings you are looking at. These are two-story proposals, is that right? Is that what you are looking to do?

Fakih: Yeah, just two 2-story building, that looks pretty much like it. Eight (8) units to each building. You walk in, it's an open lobby that goes all the way through, so you'll see glass from both sides.

McCullough: We not talking about this yet, I know it's a public hearing, but when I look at it, you've got neighbors to the north that are single-story that I'm not even going to get into it. I know we've got an approving and a denying; we'll deal with it on Council. Thank you.

Jolly: Ok, if there is nothing else from the Council or the public, we will close this Public Hearing, thank you very much.

As there were no further questions or comments, the Public Hearing was declared closed at 7:30 p.m.

Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C. pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36, from RUF (Rural Urban Farm) to C-1 (Local Business).

**REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN**

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. **You are invited and encouraged to review your proposal with the Planning Department staff.**

Date Filed: 12/22/2021 Petition _____

Site Address: 9106 Middlebelt Rd Sidwell _____ 46-143-01-0068-00546- 143-01-0106-000

Requesting To Rezone Property From RUF To C1

For the Following Reason (s) To develop the property as multi-family

Applicant: Sam Fakh Business/Company: Maple Real Estate Group, LLC

Applicant's Address: 16030 Michigan Ave, Suite 200 City: Dearborn State: MI Zip Code: 48126

Applicant's Phone # (313) 477-9777 Applicant's Email sfakh@fakhilaw.com

Please provide the following information:

- 1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.
- 2) **Fully Dimensional Map (3 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@ci.livonia.mi.us

Owner of Property: Ventura Real Estate, LLC

Owner's Address: 2655 S Evergreen City: Southfield State: MI Zip Code: 48076

Owner's Phone # 734 751-5600 Owner's Email peter@pacommercial.com

Signature of Owner: Peter Ventura Print Name: Peter Ventura

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

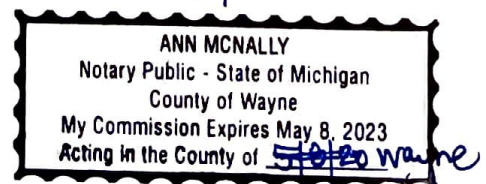
on this 22nd day of December 20 21

Signature of Notary Ann McNally My commission expires 5/8/2023

APPROVED AS FORM
Department of Law

By: _____

Date: _____



WESTFIELD AVENUE

Westfield
Office
Building
9170-9206

N-1

GRANDON AVENUE

MIDDLEBELT ROAD

OXBOW AVENUE

C-1

RUF

NM-1



Midd Retail Plaza

997

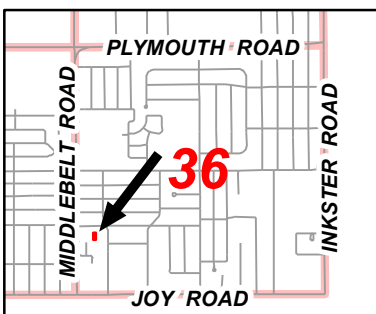
Address & Zoning Map

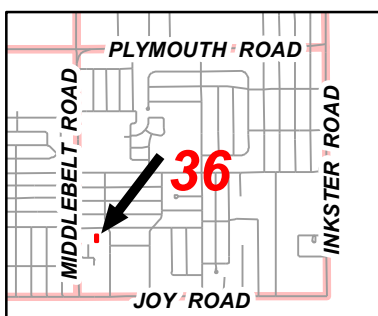
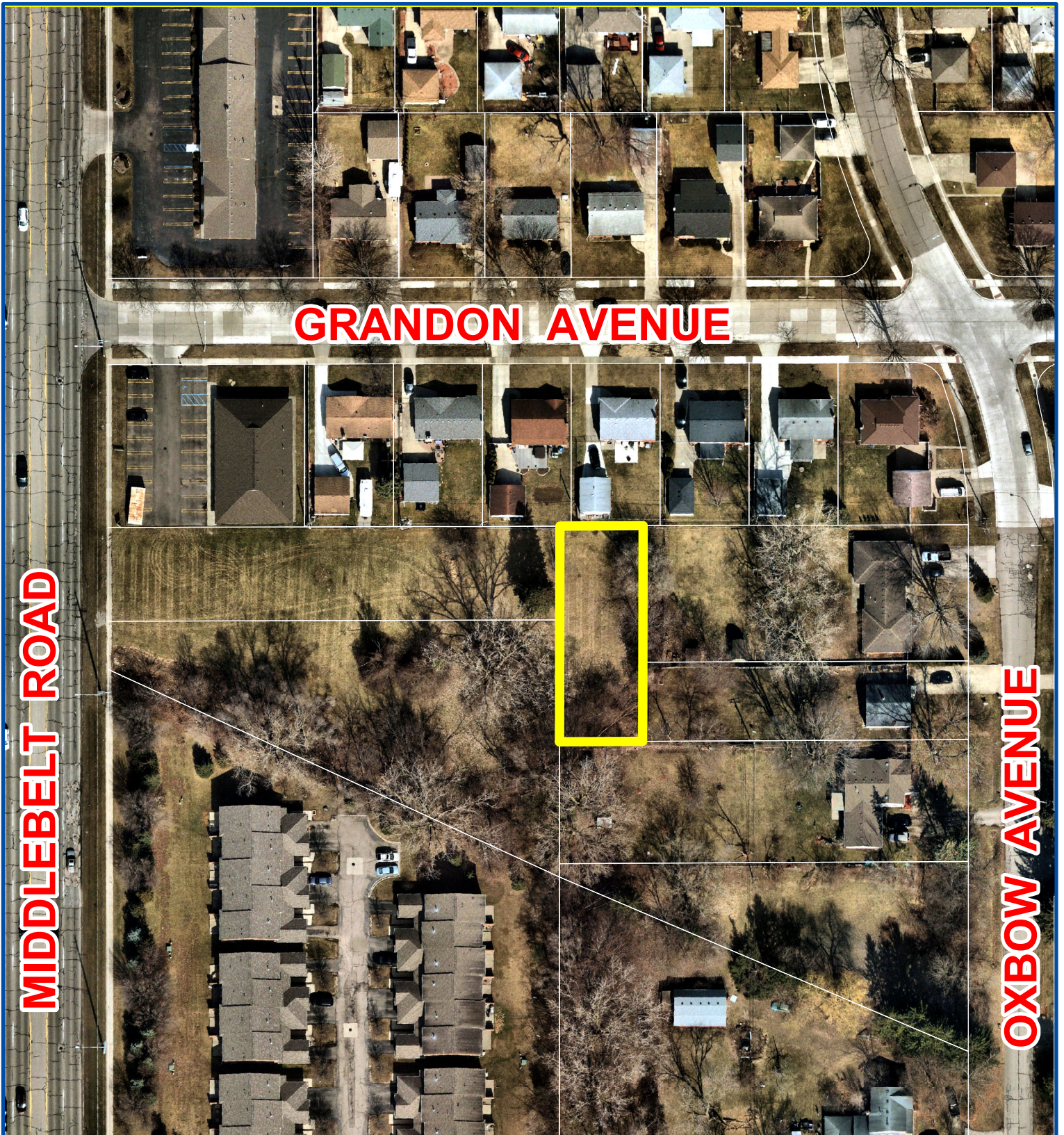
Petitions 2021-12-01-11
Maple Real Estate Group
9120 Middlebelt Road
RUF to C-1



Not to Scale

City of Livonia
Planning Department





Aerial Map

Petitions 2021-12-01-11
Maple Real Estate Group
9120 Middlebelt Road
RUF to C-1



Not to Scale



City of Livonia
Planning Department

Office
Building
9170-9206

**Corridor
Commercial**

GRANDON AVENUE

MIDDLEBELT ROAD

9130-9146

29196

29184

29172

29160

29148

29136

29082

29197

29185

29173

29161

29149

29137

29121

29069

9120

9106

9119

**Low Density
Residential**

9061

**Medium Density
Residential**

9105
9097
9089
9081
9073

9065
9057
9049
9041

9033
9025
9017
9009
9001

9082
9074
9066
9058
9050
9042

9034
9026
9018
9010
9002

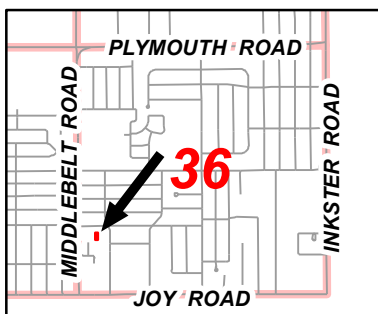
9057

9047

9035

9023

OXBOW AVENUE



Future Land Use Map

Petitions 2021-12-01-11
Maple Real Estate Group
9120 Middlebelt Road
RUF to C-1



Not to Scale

City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C. pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest $\frac{1}{4}$ of Section 36, from RUF (Rural Urban Farm) to C-1 (Local Business).

January 18, 2022: Study Meeting:

This petition seeks to rezone the rear (easterly) part of a parcel located at 9120 Middlebelt Road, from RUF (Rural Urban Farm) to C-1 (Local Business). The remaining westerly part of the subject property, along with the adjacent parcel to the south—both owned in common—are currently zoned C-1 and would be developed as a single site. Both parcels are currently vacant. The purpose of the rezoning is to facilitate the future development of a Planned Residential Development (PRD) consisting of a multifamily apartment complex. The subject parcel is L-shaped with approximately sixty-seven feet (67') of frontage along Middlebelt Road by a depth of 373 feet along its north property line. The rear fifty-eight feet (58') of the parcel extends south for a distance of 151 feet. This is the area proposed to be rezoned. The parcel overall is 29,843 square feet in size, or 0.68 acre. The area requested to be rezoned measures 58' x 151' for a total of 8,758 square feet. The adjoining trapezoidal-shaped parcel to the south, 9106 Middlebelt, adds approximately thirty-four feet (34') of road frontage and 33,464 square feet of land area. So overall, the two (2) parcels, as a single site, contain roughly 100 feet of road frontage and have a total combined land area of 63,307 square feet, or 1.45 acres.

Section 5.02 of the Livonia Vision 21 Zoning Ordinance provides special standards for Planned Residential Developments which are treated as a waiver use in commercial districts, subject to review and approval by the Planning Commission and City Council. Planned Developments are afforded considerable design flexibility, including modification in lot sizes, modifications of yard requirements, and allowing uses not permitted in the zoning district within which the Planned Development is located, when it is determined that such modifications will result in a more efficient use of land and will not be injurious to surrounding land and to the public. Planned Developments under Section 5.02 are intended to help overcome natural and other unique obstacles or constraints that pose challenges to land development under conventional design standards. Additionally, the final determination shall be based upon the following standards as set forth in Section 5.02(4):

- a) The proposed use or uses shall be of such location, size, and character as to be in harmony with the appropriate and orderly development of the zoning district in which situated and shall not be detrimental to the orderly development of adjacent zoning districts.
- b) The location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout and its relation to streets giving access to it, shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the normal traffic of the neighborhood. In applying this

standard, the Commission shall consider, among other things: convenient routes for pedestrian traffic, particularly of children; the relationship of the proposed project to main traffic thoroughfares and to street and road intersections; and the general character and intensity of the existing and potential development of the neighborhood. In addition, where appropriate, the Commission shall determine that noise, vibration, odor, light, glare, heat, electromagnetic or radioactive radiation, or other external effects, from any source whatsoever which relates to the proposed use, will not have a detrimental effect upon neighboring property or the neighboring area in general.

- c) The location and height of buildings, the location and nature and height of walls and fences, and the nature and extent of landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof.
- d) The standards of density and required open space in the proposed project are at least equal to those required by this Ordinance in the zoning district in which the proposed project is to be located.

The preliminary plan shows a multifamily apartment complex made up of three (3) buildings containing eight (8) units per building for a total of twenty-four (24) dwelling units. The proposed development would occupy both parcels, including the rear portion of 9120 Middlebelt Road; thus, the rezoning is necessary since Planned Developments are not permitted in RUF zoning districts. Building #1 is positioned towards the front of the site, whereas Building #2 would occupy the rear, including the area proposed to be rezoned. Building #3 is between Buildings #1 and #2 along the southern edge of the property. A two-way private road from Middlebelt Road would provide access to all three (3) buildings. The plan shows a total of forty-eight (48) parking spaces which meets the ordinance requirement of two (2) spaces per unit. Each building would be two stories in height and contain eight (8) units, four (4) on each floor. Each unit would have two (2) bedrooms, a living/dining area, kitchen, one and half baths, and a walk-in closet. The buildings would be constructed out of brick with stone accents. The buildings' roofs would be peaked consisting of asphalt shingles. Fiber cement siding would be used on the gable ends of the apartment buildings.

Abutting the property to the north, east and south are single-family houses, zoned N1, (Neighborhood Single Family) and RUF (Rural Urban Farm). Bordering the north side of the property are four (4) ranch-style homes, zoned N1, that are a part of the Pearl Wilson Subdivision. The lots along this side of Grandon Avenue all measure approximately 62' x 113' with detached garages. To the east and partially to the south, are RUF-zoned homes on acreage parcels along the west side of Oxbow Avenue. Generally, these homes are located approximately 140 - 145 feet from the west boundary of the subject parcel. Also to the south is Newport Park, a residential condominium zoned NM1, Multifamily Residential. This 27-unit attached condominium was approved in 2001 under the R-C, Condominium Residential district regulations of the former Zoning Ordinance No. 543, as amended.

The Livonia Vision 21 (LV21) Future Land Use map designates the subject property as *Medium Density Residential*, which corresponds to a density of between 5 to 14 dwelling units per acre. With 24 units on 1.45 total acres, the proposed multifamily housing development would have an overall density of 16.5 dwelling units per acre, which is slightly higher (4 units)

PUBLIC HEARING

ITEM 1 Petition 2021-12-01-11 – 9120 Middlebelt Road

Page 3

than what the Master Plan recommends. Additionally, the proposed development plan shows all (100%) of the units as attached, whereas the Master Plan recommends that attached dwelling units should not represent more than 35% of all dwelling units. In comparison, Newport Park to the south, which is zoned NM1 (Multifamily Residential) and designated as Medium Density Residential on the Future Land Use Map, contains 27 units on 2.94 acres, representing a density of 9.18 dwelling units per acre, with 92.6% of the units being attached.

January 25, 2022: Public Hearing:

At the Study Meeting, the general consensus was that the change of zoning was appropriate in that it would align with the Future Land Use Map and bring the entire parcel under one zoning classification. Concerns related to the design of the project and other issues raised at the Study Meeting will be addressed when and if a waiver use/site plan application is submitted.

Approving Resolution: That the request to rezone the eastern fifty-eight feet (58') of 9120 Middlebelt Road from RUF (Rural Urban Farm) to C-1 (Local Business) is hereby approved, subject to City Council approval, for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding land uses and zoning districts in the area.
2. That the proposed change of zoning is consistent with the developing character of the area.
3. That the proposed change of zoning represents a reasonable and logical zoning plan for the subject property which adheres to the principles of sound land use planning.
4. That the proposed change of zoning affects only a small portion of the property and will bring the subject parcel under a single zoning classification, and
5. That the proposed change of zoning is consistent with the Livonia Vision 21 Future Land Use Map.

Denying Reasons: That the request to rezone the eastern fifty-eight feet (58') of 9120 Middlebelt Road from RUF (Rural Urban Farm) to C-1 (Local Business) is hereby denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed change of zoning and the intended use of the property as a multifamily apartment complex would be compatible to and in harmony with the surrounding neighborhood.
2. That the proposed change of zoning is inconsistent with the established pattern of the surrounding development and would adversely alter the character of the area.

PUBLIC HEARING

ITEM 1 Petition 2021-12-01-11 – 9120 Middlebelt Road

Page 4

3. That the proposed change of zoning is not needed to develop the property.
4. That the density and number of attached apartment units shown on the submitted preliminary plans are contrary to the recommendations of the Livonia Vision 21 Master Plan.
5. That maintaining a low-density residential use is more consistent with the established pattern of development and character of the area, and
6. That the proposed zoning and use is contrary to the purposes, goals and objectives of the Zoning Ordinance, which seek to ensure compatibility and appropriateness of uses so as to enhance property values and to create and promote a more favorable environment for neighborhood use and enjoyment.

BOUNDARY AND TOPOGRAPHIC SURVEY

FLOOD HAZARD NOTE:

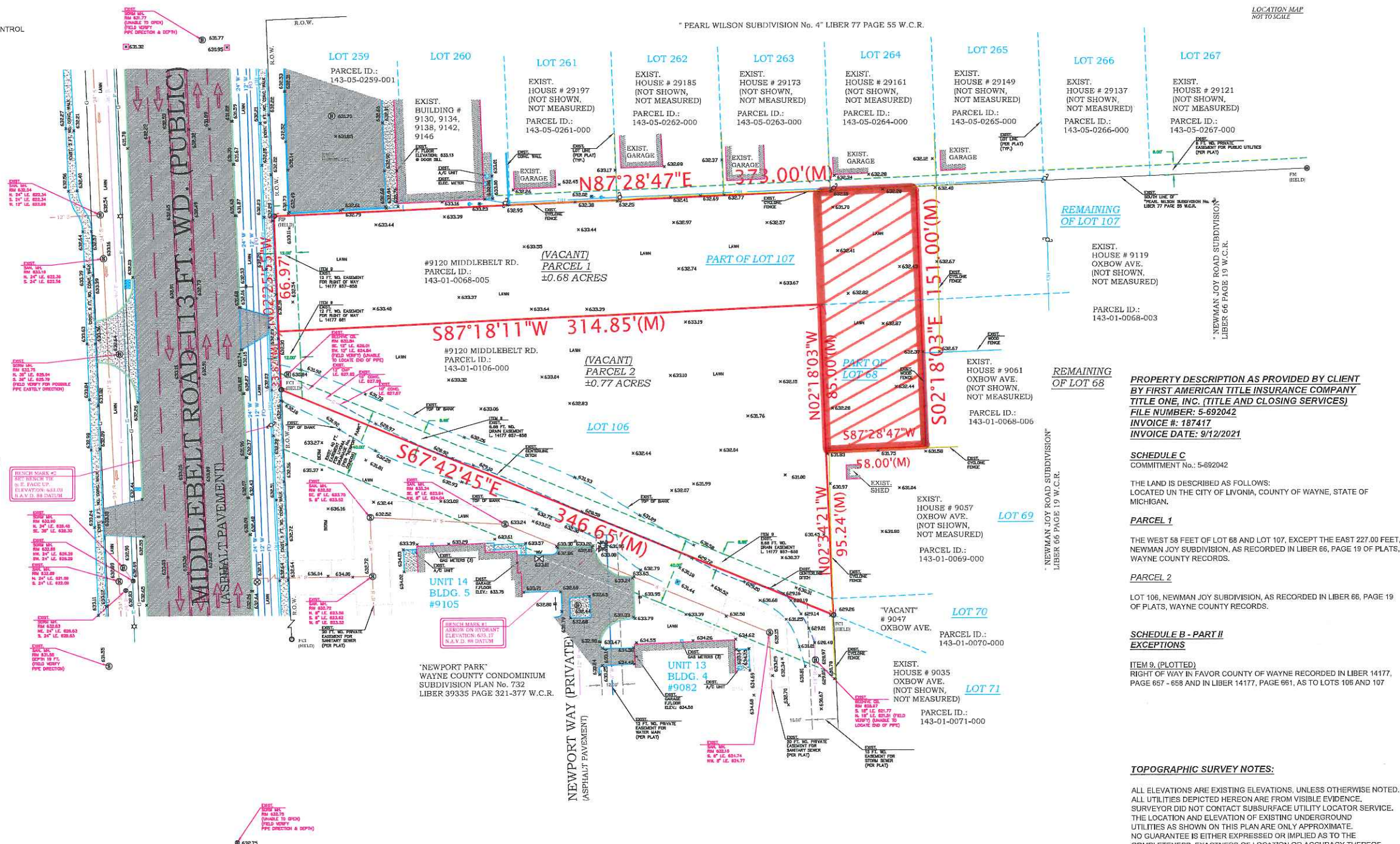
THE DESCRIBED PARCEL 1 & PARCEL 2 ARE NOT LOCATED WITHIN THE FLOOD HAZARD AREAS AS INDICATED BY (FIRM) FLOOD INSURANCE RATE MAP, MAP NUMBER 26183C0227E
PANEL 227 OF 575
COMMUNITY: CITY OF LIVONIA
NUMBER: 260233
PANEL: 0227
SUFFIX: E
WAYNE COUNTY, MICHIGAN
AS PREPARED BY THE (NFIP) NATIONAL FLOOD INSURANCE PROGRAM, FEDERAL EMERGENCY MANAGEMENT AGENCY.
EFFECTIVE DATE: FEBRUARY 2, 2012

REFERENCE BENCH MARK:

ALL ELEVATIONS SHOWN ON THIS MAP
ARE BASED ON:
N.A.S.D. 1988 DATUM
ESTABLISHED BY GPS MEASUREMENTS (MEASURED CONTROL POINTS WITHIN THE SITE LIMITS)
DATE OF SURVEY: NOVEMBER 10, 2021

LEGEND OF SYMBOLS & ABBREVIATIONS

FM	FOUND CONCRETE MONUMENT
FCI	FOUND CAPPED IRON ROD
FIP	FOUND IRON PIPE
(R)	OTHER RECORDED MEASUREMENT
(M)	FILED MEASUREMENT
ELEV.	ELEVATION
ELEC.	ELECTRIC
I.E.	INVERT ELEVATION
WD.	WIDE
FT.	FEET
EXIST.	EXISTING
CONC.	CONCRETE
R.O.W.	RIGHT-OF-WAY
SPOT	SPOT ELEVATION
OH	OVERHEAD LINES
G	GAS
W	WATER
R	STORM SEWER
S	SANITARY SEWER
FO	BURIED FIBER OPTIC
E	BURIED ELECTRIC LINES
GV	GAS VALVE
WIB	WATER IN THE BOX
WTOV	WATER SHUT-OFF-VALVE
FD	FIRE HYDRANT
SSM	SANITARY SEWER MANHOLE
RCB	ROUND CATCH BASIN
SMH	STORM MANHOLE
GAVW	GATE VALVE & WELL
SCB	SQUARE CATCH BASIN
GW	GUY WIRE
UP	UTILITY POLE
LP	LIGHT POLE
SP	STEEL POST
MB	MAIL BOX
CS	CONCRETE SURFACE
AP	ASPHALT PAVEMENT



PROPERTY DESCRIPTION AS PROVIDED BY CLIENT
BY FIRST AMERICAN TITLE INSURANCE COMPANY
TITLE ONE, INC. (TITLE AND CLOSING SERVICES)
FILE NUMBER: 5-692042
INVOICE #: 187417
INVOICE DATE: 9/12/2021

SCHEDULE C
COMMITMENT No.: 5-692042

THE LAND IS DESCRIBED AS FOLLOWS:
LOCATED UN THE CITY OF LIVONIA, COUNTY OF WAYNE, STATE OF MICHIGAN.

PARCEL 1

THE WEST 58 FEET OF LOT 68 AND LOT 107, EXCEPT THE EAST 227.00 FEET.
NEWMAN JOY SUBDIVISION, AS RECORDED IN LIBER 66, PAGE 19 OF PLATS, WAYNE COUNTY RECORDS.

PARCEL 2

SCHEDULE B - PART II
EXCEPTIONS

ITEM 9. (PLOTTED)
RIGHT OF WAY IN FAVOR COUNTY OF WAYNE RECORDED IN LIBER 14177, PAGE 657 - 658 AND IN LIBER 14177, PAGE 661, AS TO LOTS 106 AND 107

TOPOGRAPHIC SURVEY NOTES:

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.
ALL UTILITIES DEPICTED HEREON ARE FROM VISIBLE EVIDENCE.
SURVEYOR DID NOT CONTACT SUBSURFACE UTILITY LOCATOR SERVICE.
THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS PLAN ARE ONLY APPROXIMATE.
NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS, EXACTNESS OF LOCATION OR ACCURACY THEREOF.
THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITIES AND PROPOSED UTILITIES CROSSINGS IN THE FIELD PRIOR TO CONSTRUCTION.

ACCURATE SURVEYING AND MAPPING



SEAL:

DATE: NOVEMBER 12, 2021

CLIENT:

SAM FAKH
FAKH & ASSOCIATES PLLC
16030 MICHIGAN AVENUE, SUITE 200
DEARBORN, MI 48126

PROJECT LOCATION:

VACANT LAND
#9120 MIDDLEBELT ROAD,
LIVONIA, MI 48150
PARCEL ID.: 143-01-0068-005
#9106 MIDDLEBELT ROAD,
LIVONIA, MI 48150
PARCEL ID.: 143-01-0106-000

SHEET:

BOUNDARY AND
TOPOGRAPHIC SURVEY



DATE: REVISION:

DRAWN BY:

DESIGNED BY:

APPROVED BY:
C. WEHBE
SURVEY DATE:
NOVEMBER 9, 2021

SCALE:

1" = 30'

BOOK #:

B-102

JOB NO. SHEET NO.
021-172 1 OF 1

LAND SURVEYORS/DEVELOPMENT CONSULTANT
Ph: 313-506-3160
Ph: 734-437-7740
Ph: 734-437-7759
19500 Middlebelt Rd., Suite 340E
Livonia, MI 48152
www.accurate-surveying.com

Middle Belt Rd
(County Road)

**Proposed Multifamily Planned
Residential Development
C1-Local Business Zoning District
Single Phase Project**

9106 Middle Belt Rd

- 8 Two-Bedroom Units per building
- 24 Apartment Units total
- 48 10ft x 20ft Parking Spaces

- 60 ft front setback
- Fire apparatus widths observed

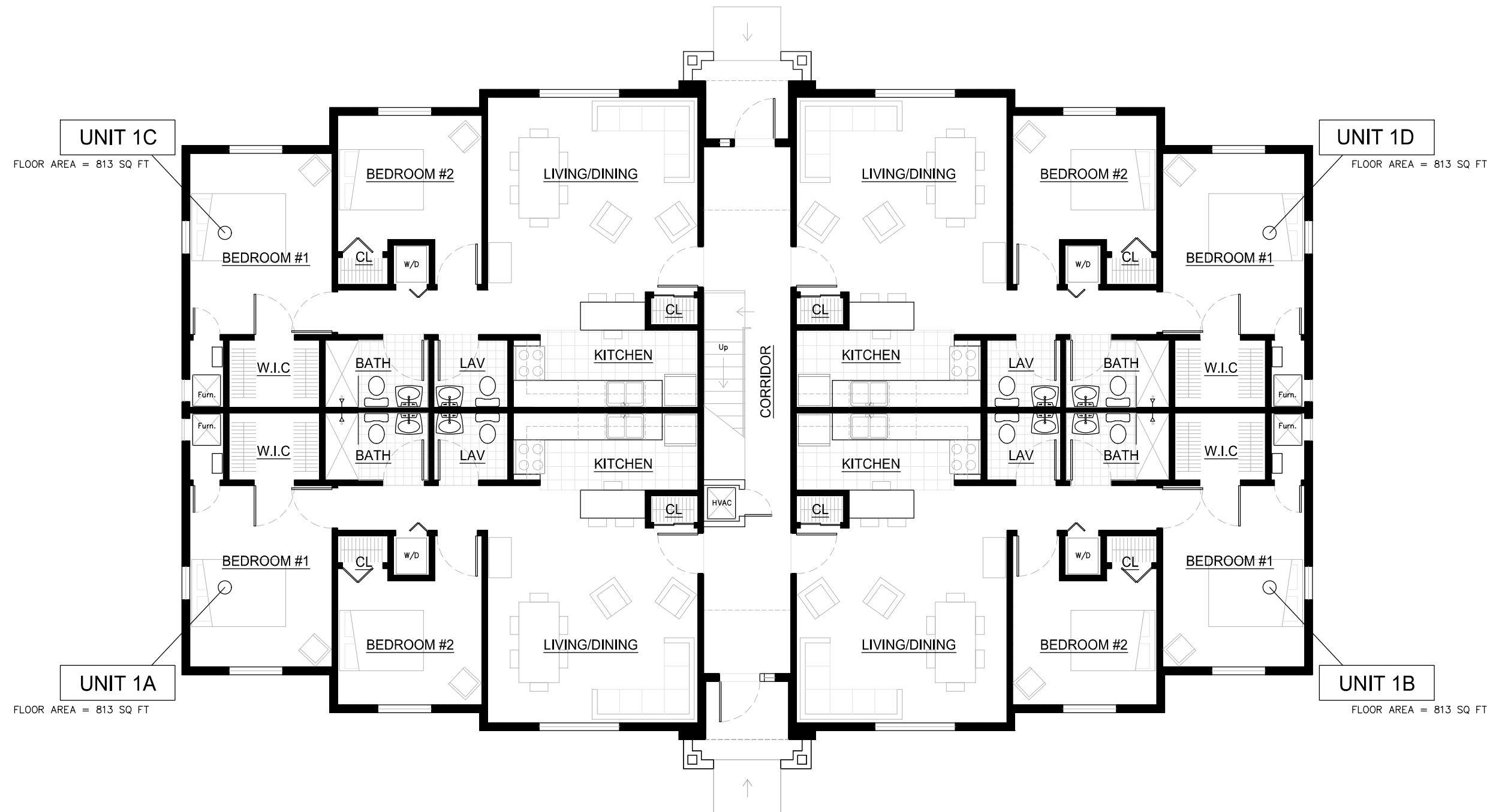
- Floor Area Per Building 7,130 sf
- Total Floor Area all Buildings 21,390 sf
- Building Footprint, Per Building = 3,774 sf
- Site Area 63,134 sf
- Site Coverage by Buildings = 18%
- Floor-to-Area Ratio = 0.34



SITE PLAN

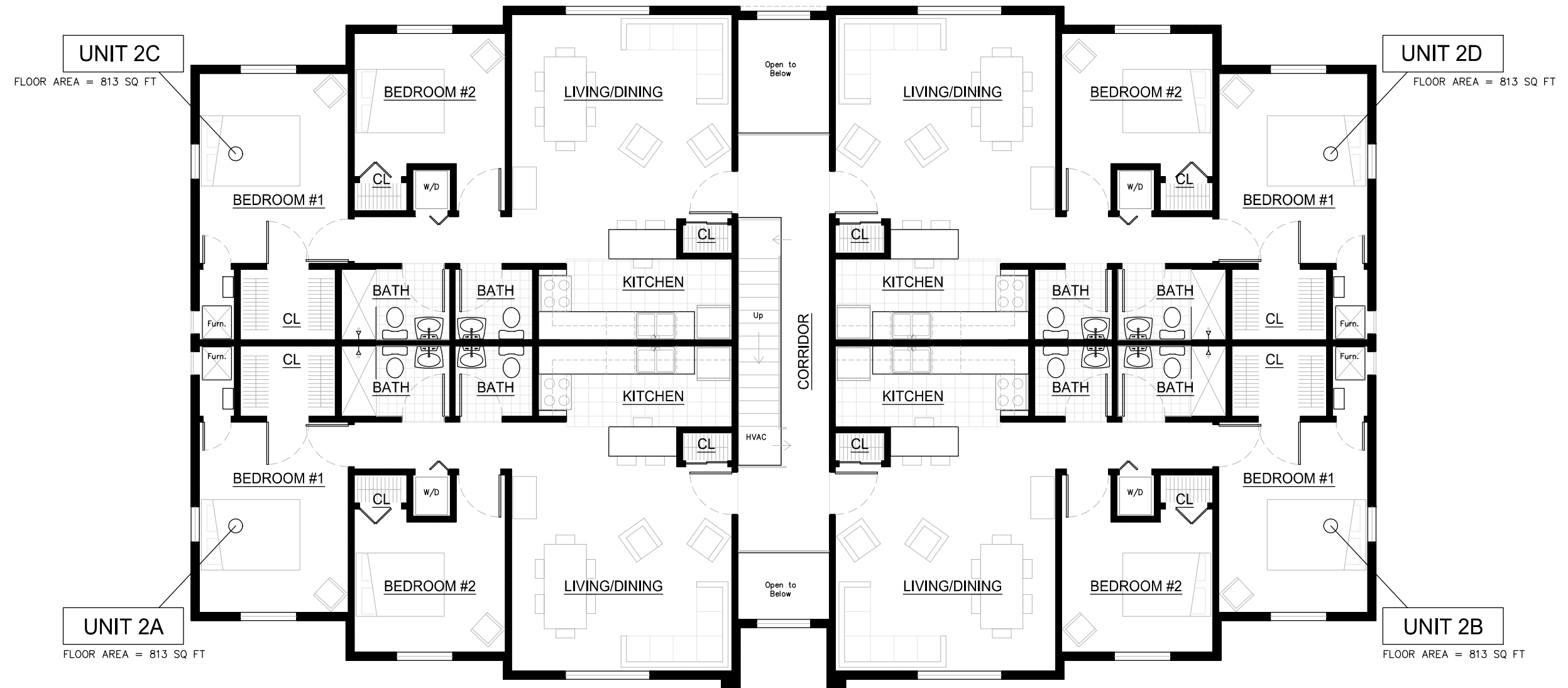
1/16" = 1'-0" @ 24x36

0 10 40 feet



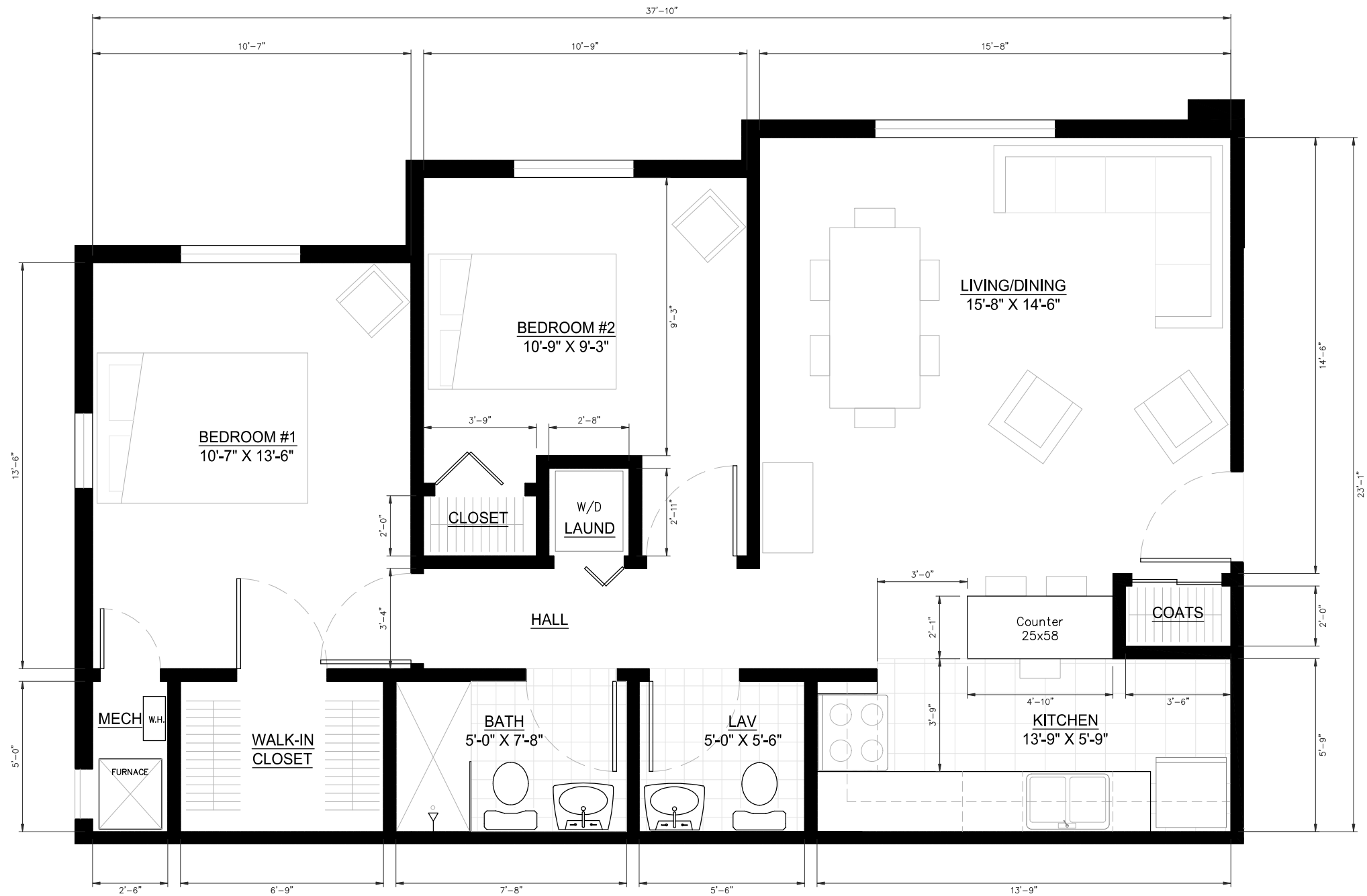
FIRST FLOOR PLAN

1/4" = 1'-0"
 BUILDING FLOOR AREA = 3,565 SQ FT PER FLOOR
 BLDG #1 PLAN SHOWN, BLDGS #2 AND #3 SIMILAR



SECOND FLOOR PLAN

1/4" = 1'-0"
BUILDING FLOOR AREA = 3,565 SQ FT PER FLOOR
BLDG #2 AND #3 PLAN SHOWN, BLDG #1 SIMILAR



TYPICAL UNIT FLOOR PLAN

1/2" = 1'-0"
FLOOR AREA = 813 SQ FT, Version "C"

ASPHALT SHINGLES

COATED METAL TRIM

FIBERGLASS WINDOW UNITS

BRICK

NATURAL STONE VENEER



FRONT ELEVATION (Typical)

1/4" = 1'-0"

ASPHALT SHINGLES

COATED METAL TRIM

FIBERGLASS WINDOW UNITS

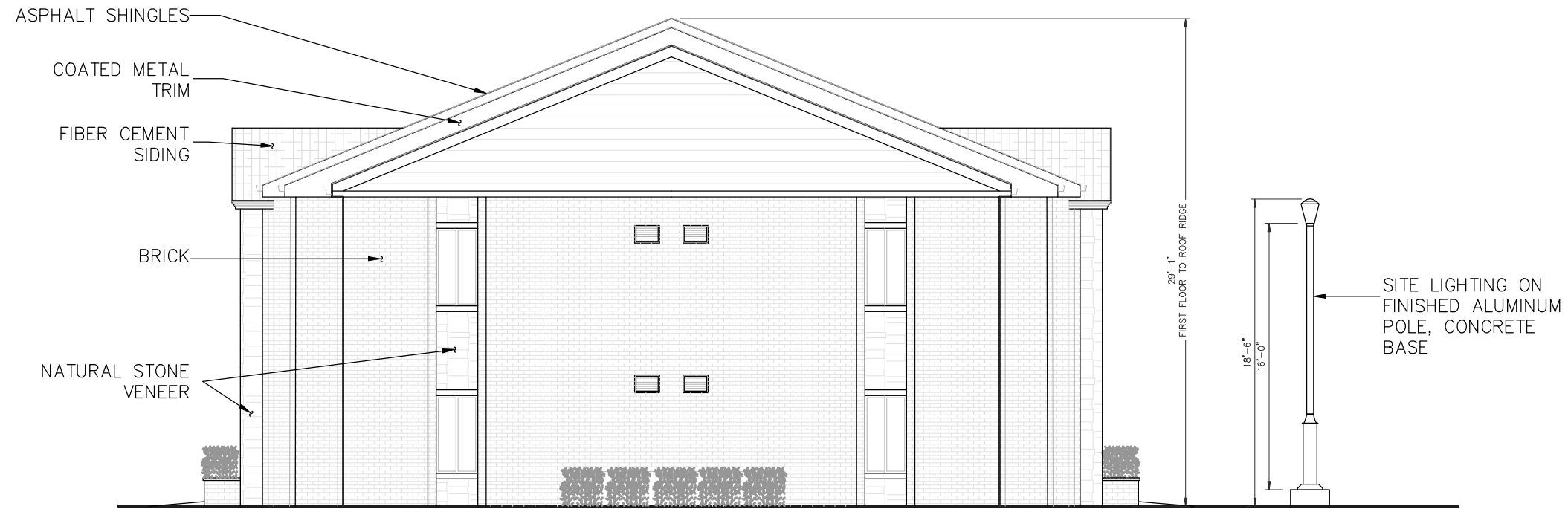
BRICK

NATURAL STONE VENEER



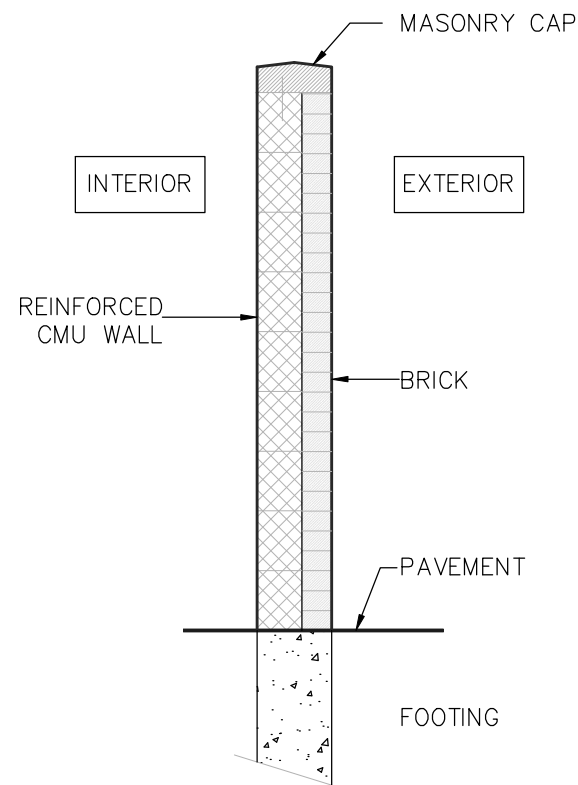
REAR ELEVATION (Bldgs 2 and 3)

1/4" = 1'-0"



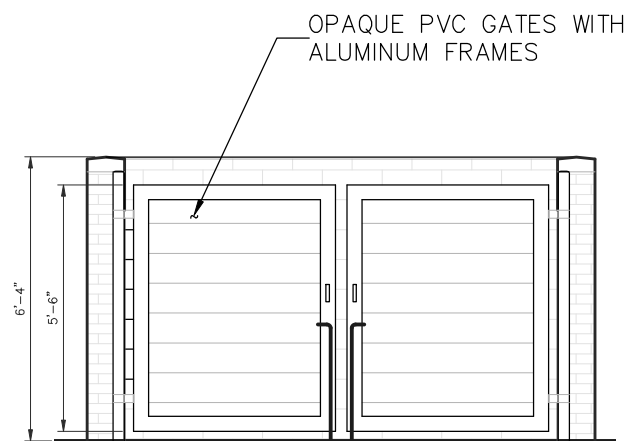
SIDE ELEVATION (Typical)

1/4" = 1'-0"



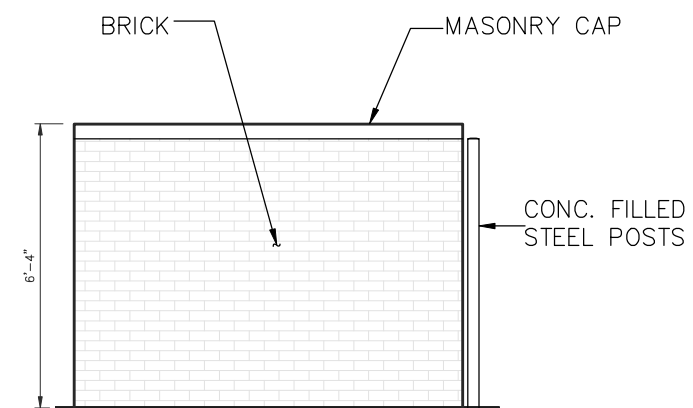
DUMPSTER ENCLOSURE
WALL SECTION

1" = 1'-0"



DUMPSTER ENCLOSURE
FRONT ELEVATION

1/2" = 1'-0"



DUMPSTER ENCLOSURE
SIDE ELEVATION

1/2" = 1'-0"









DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

December 29, 2021

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2021-12-01-11 – #9120 Middlebelt Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no issues with the proposed re-zoning at this time. The subject parcel is assigned the address of **#9120 Middlebelt Road**. The legal description contained within the submittal appears to be correct for the overall parcel, although the owner should provide a legal description for the portion of the property to be rezoned.

The existing parcel currently has access to public water main, storm sewer and sanitary sewer, although the sanitary sewer is located on the west side of Middlebelt Road. At this time, there is nothing that would indicate negative impacts to any of the existing utilities since the petition is for zoning purposes and shows no development details. Should the site be developed, the owner would need to submit drawings to this Department for a proper plan review and permitting.

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

Sincerely,

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

cc: 2021 Petition File

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

January 14, 2022

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

Petition 2021-12-01-11 - 9120 Middlebelt Road

Dear Mr. Miller,

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

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

January 13, 2022

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

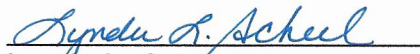
Re: Petition 2021-12-01-11

9120 Middlebelt Road
Maple Real Estate Group

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 no taxes are due, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

**OTHER ITEMS
RELATED TO THE
PETITION**

UNAPPROVED MINUTES

1

MINUTES OF THE 1,182nd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, January 25, 2022, the City Planning Commission of the City of Livonia held its 1,182nd Public Hearing and Regular Meeting in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

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

Members absent: None

Mr. Mark Taormina, Planning Director, Jacob Uhazie, Planning & Economic Development Coordinator, and Stephanie Reece, Program Supervisor, were also present.

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

ITEM #1 PETITION 2021-12-01-11 Maple Real Estate Group, LLC

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C. pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue

UNAPPROVED MINUTES

2

in the Southwest $\frac{1}{4}$ of Section 36, from RUF (Rural Urban Farm) to C-1 (Local Business).

Mr. Wilshaw: Mr. Ventura?

Mr. Ventura: Mr. Chairman, I have a conflict of interest on this agenda item and I would like to recuse myself from these proceedings.

Mr. Wilshaw: Okay, we will note that Mr. Ventura is going to step away from our dais and stay in the audience for the remainder of this agenda item. With that, we will move on to Mr. Taormina with background information on this petition.

Mr. Taormina: Thank you, Mr. Chairman. This is a request to rezone property that is located on the east side of Middle Belt Road just south of Grandon Ave. The change would be from RUF (Rural Urban Farm) to C-1 (Local Business). The address of the property is 9120 Middle Belt Road. The rezoning would affect only the east 58 feet of the parcel. The remaining westerly part is currently zoned Local Business, thus, the intent is to bring the entire parcel under the same C-1 zoning classification. 9120 Middle Belt Road is an "L" shaped parcel with 67 feet of road frontage by a depth 373 feet along its north property line. The rear 58 feet of the parcel extends south for a distance of 151 feet. This is the area that is proposed to be rezoned. It measures 58 feet by 151 feet, for a total area of 8,758 square feet. The parcel overall is roughly 29,800 square feet in size, or 0.68 acres. Adjoining 9120 Middle Belt to the south is 9106 Middle Belt Road, which is under the same ownership and is zoned C-1. 9106 Middle Belt adds another 35 feet of road frontage and 33,464 square feet of land area. Together, the two parcels have roughly 100 feet of frontage on Middle Belt Road and contain a total land area of 1.45 acres. Both parcels are vacant and would be combined and developed as a single site. The purpose of the rezoning is to facilitate the future development of a Planned Residential Development consisting of a multi-family apartment complex. Section 5.02 of the zoning ordinance provides special standards for Planned Residential Developments, which are treated as a waiver-use in commercial districts, subject to the review of the Planning Commission and City Council. Planned developments are afforded considerable design flexibility, including modification in lot sizes, yard requirements, and allowing uses that are not permitted in the zoning district, within which the planned development is located. The preliminary plan shows a multi-family apartment complex that would be made up of three buildings. Each building

contains eight units, for a total of 24 dwelling units. The proposed development would occupy both parcels, including the rear portion of 9120 Middle Belt Road. Building 1 is positioned toward the front of the site, whereas Building 2 would occupy the rear, including the area that is proposed to be rezoned. Between these two buildings is Building 3, which is along the southern edge of the property. A two-way private road from Middle Belt would provide access to all three of the buildings. The plan shows 48 parking spaces. Each building would be two-stories in height and would contain eight units, four on each floor. Each unit would have two bedrooms, a living and dining area, kitchen, one and a half baths, as well as a walk-in closet. The buildings would be constructed out of brick. The roofs would be peaked and would consist of asphalt shingles. Fiber cement siding would be used on the gable ends of the apartment buildings. This is a rendering of what the buildings would look like. Bordering the site to the north are four single-family homes that are on lots that measure approximately 62 feet in width by 113 feet in depth. These lots are part the Pearl Wilson subdivision. The zoning is N-1 (One family). To the east and partially to the south are single-family homes along Oxbow Street. These homes are on slightly larger unplatted parcels that are zoned RUF (Rural Urban Farm). To the south is Newport Park, which is multi-family development zoned NM1. This is a 27 unit attached condominium project that was approved in 2001 under the previous R-C (Condominium Residential) regulations. The Future Land Use plan designates the subject property as medium density residential. This corresponds to a density of between 5 to 14 dwelling units per acre. The proposed multi-family housing development as shown on the preliminary plans has a density of 16 ½ dwelling units per acre, which is slightly higher by about four units than what the Master Plan recommends. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated December 29, 2021, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no issues with the proposed rezoning at this time. The subject parcel is assigned the address of #9120 Middlebelt Road. The legal description contained within the submittal appears to be correct for the overall parcel, although the owner should provide a legal description for the portion of the property to be rezoned. The existing parcel*

currently has access to public water main, storm sewer and sanitary sewer, although the sanitary sewer is located on the west side of Middlebelt Road. At this time, there is nothing that would indicate negative impacts to any of the existing utilities since the petition is for zoning purposes and shows no development details. Should the site be developed, the owner would need to submit drawings to this Department for a proper plan review and permitting." The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated January 14, 2022, which reads as follows: *"I have reviewed the addresses 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."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated January 13, 2022, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Are there any questions of the Planning Director? If not, Mr. Taormina, can you explain for our benefit and also for our audience, the difference that would occur in developing this as a C-1 zoning with Planned Residential Development versus an NM1 or NM2 Multi-family zoning? There is a reason that these are being done differently. I am curious as to what the criteria is that is different between them.

Mr. Taormina: The NM1 and NM2 districts are the city's two neighborhood multi-family districts. NM1 is strictly for owner-occupied housing, including condominiums, whereas NM2 would allow for apartment dwellings. The standards are slightly different in terms of setbacks, percentage of lot covered by buildings, and a few other items. I am not sure how it affects this particular development since it has not been reviewed under those standards. What I can tell you is that the petitioner is looking to retain the majority of the existing zoning, in this case, C-1. The change only affects a small portion of the property. The ability to develop the site under the special waiver-use provisions really is very similar if the entire property was rezoned to NM2. The planned development option, however, affords flexibility in the design standards. It does give us the ability to move things around that may not entirely comply with the strict standards of

the NM2 district regulations. That is one of the benefits of applying these special waiver-use standards in this case.

Mr. Wilshaw: Okay, thank you, Mr. Taormina. I think that is beneficial for us to hear, but also even for anyone is interested in this petition. Thank you. Is there any other questions for our planning staff? If not, our petitioner is in the audience. We will need your name and address for the record please.

Sam Fakh, 16030 Michigan Ave., Ste. 200, Dearborn, MI. I am one of the owners of Maple Real Estate Group. I don't have anything formal to present. I think Mr. Taormina did a wonderful job in presenting the project. Today's petition is really to rezone this 56 x 100 feet of land. I think it is kind of like an island in the back of the property where the entire property is zoned C-1. This one, I think, they might have forgotten about it or I am not really sure why it was stuck back there and was never rezoned with the remainder of the property. The property was all one parcel or two parcels. It was never separated, but I think that maybe when the zoning map was created, didn't recognize the fact that this was the same owner for the entire parcel. In terms of the project, the future project, I could talk about it if you would like. I talked about it briefly last time I was in front of you at the study session. It is a unique property in terms of shape. So, it is kind of hard to develop this property as a commercial property because it only has 100 feet of frontage. To maximize the use of the property, because it is kind of a triangle, we thought about developing it as a multi-family and these are luxury apartments. As we spoke before and I mentioned before, these are all two-bedroom apartments, 800 square feet, open space, two bedrooms with a walk-in closet, high-end finishes, all the buildings are brick and stone. We have a two-story atrium or lobby for each building and four units on each level. In terms of the building size itself, it is about 29 feet in height, which is similar to the condos right next door, so it's not really an enormous height that doesn't fit in the area. It is an enclosed community, meaning that it is going to be fenced off all the way around. There are a lot of mature trees in the back of the property where the 50 x 106 that is being rezoned. There is going to be a lot of mature trees. This particular site plan doesn't show it, but we have a newer site plan that shows the mature trees that we are going to keep. That will keep a little bit of privacy between both the residences in the back and the building we are going to develop. Same thing on this side of the property where the condos are at. Lots of mature trees that will give a lot of privacy. In terms of the development itself, as you

can see, we are not using the entire property. We are keeping a lot of greenery. We have the footprints in terms of square footage compared to the entire property is somewhat low. We did a nice gazebo on the property, and we also did a walkway across the property for the residents to enjoy. A couple detention ponds on the property. I think that is basically summarizes the highlights of the project itself. If you have any questions, obviously, I am here. We have the architect here that can answer any of your questions.

Mr. Wilshaw: Thank you, Mr. Fakh. It is important to note that this is rezoning that you are asking for today. We are going to try and focus our discussion and decision making on that rezoning. The site plan presented to us is certainly conceptual. It gives us an idea of what you want to do to develop it, but that will come back to us in a separate process. The site plan process. If this moves forward, we will get into a lot more details about that site plan and the building materials and so on. I just want to reiterate that. Is there anyone on the Commission with questions for our petitioner?

Mr. Caramagno: Hello sir. I was over there today looking around a little bit. I looked at the condos to the south of there. I know that I looked at some of the details here aside from the rezoning and it looks like there is a lot more thought put into the layout of this than what the property next door would be looking like. At least in my mind. It appears that this would be a fair application in my mind. I just wanted to tell you that right out of the gate.

Mr. Fakh: Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions or comments for our petitioner?

Mr. Long: Mr. Fakh, I think this makes sense bringing in the zoning inline. Obviously, this is a preliminary site plan. There are some concerns when I look at that, as far as proximity to the property lines and things like that, but obviously we will take care of that if and when you come back for site plan. I think this makes sense. Thank you.

Mr. Wilshaw: Thank you, Mr. Long. Any other questions or comments? Is there anybody in the audience that wishes to speak for or against this item? Feel free to come forward. I see a gentleman getting up in the back. Good evening, sir. We will just ask for your name and address for our record.

Don Schekel, 29161 Grandon, Livonia, MI. The proposed property that you are talking about rezoning abuts my property. Several things on this that I have noticed. About a year ago when they put this property up for sale, I contacted the Planning Department and the Zoning Board. 9120 the L-shaped lot was zoned as single-family residential and 9120 was commercial office. When we seen the notice and got this notice, I looked it up again. It changed to C-1. When did that happen?

Mr. Wilshaw: We will see if we can get an answer for you, sir. Mr. Taormina, are you aware of the history of the rezoning's on these parcels?

Mr. Taormina: Yes. So, the adoption of the Livonia Vision 21 Zoning Ordinance, as you will recall, consolidated several of the districts. One of the major changes was the elimination of the OS district and those districts being rezoned to C-1. That affected all of the OS zoned properties in the city, including several properties along Middle Belt Road, including this site.

Mr. Wilshaw: Thank you, Mr. Taormina. So, sir, when we went through a process last year to update all of our zoning classifications, the office zoning was eliminated. They were all incorporated into commercial or C-1 zoning, so that is when that happened. That was 9120. 9106, excuse me. That was 9106 that was changed. 9120 was single-family. It wasn't office. It was single-family residential and then you have it behind my property as Rural Urban Farm. It wasn't classified as that before. That was single-family, so I don't understand how these changes got made and we were never notified, but now someone wants to build on it and we have to have a hearing that says we are going to rezone this, and we are going to notify you. Why was there never any notifications given out before?

Mr. Wilshaw: When the zoning map was updated for the entire city, it was notified to the entire community as a large project of all zonings being updated. That would have changed the office zoning to the commercial. That wouldn't have changed any commercial to...or residential to commercial. That would not have happened. So, what is 9120 zoned now?

Mr. Wilshaw: 9120 is currently zoned C-1 commercial.

Mr. Schekel: That is what I am saying. It was single family and now it is C-1. When...also the urban family. When did that get changed?

UNAPPROVED MINUTES

8

- Mr. Wilshaw: Let me see if Mr. Taormina has some information for us.
- Mr. Taormina: Yes, so I think maybe part of the confusion is what was the zoning of 9120 prior to the adoption of the Livonia Vision 21 Zoning Ordinance. This is the parcel right here, although it may be difficult to see the outline, but the westerly portion of the site was zoned OS (Office Services) prior to the adoption of Livonia Vision 21. This area to the east that we are reviewing this evening, that was always zoned RUF (Rural Urban Farm), so the change only affected this portion of 9120 Middle Belt and it went from OS to C-1. It was not previously zoned single-family residential as Mr. Schekel has indicated.
- Mr. Wilshaw: Perhaps it is a bit of a misunderstanding in the sense that the rear portion of the lot, which is what we are discussing tonight, has been zoned RUF and that has been zoned RUF for a long long time.
- Mr. Schekel: Like I said, I went through your Planning Commission just about a year ago. The site maps for the City of Livonia show that L-shaped lot, the entire thing as single-family residential. Now it is C-1 and Rural Urban. At some point that property got split and like I said, I am curious as to when that...how that happened?
- Mr. Wilshaw: I think we are at a bit of an impasse. We don't have that information for you right here as you understand it. Let's see if we can find out your feelings on it at this point with what we are dealing with right now.
- Mr. Schekel: Also, with the rezoning of that, and listening to a number of times people are talking about all the different waivers. Looking at the site maps and the plans all...they look great and all that stuff, but you are talking about an apartment complex right behind my property. Is there a waiver on the footage from my property line to where they are actually going to establish a building?
- Mr. Wilshaw: There are standards as to how close they can be to property lines. Mr. Taormina can give us those details if you would like, but we are at the point right now where we are looking at the zoning of this one parcel. When we get into the site plan process, is when we will look to see what they propose in terms of where they want the building located and where they fit within those setbacks and those limitations and if there is anything that violates those, then they would have to go through an additional

process of getting zoning and waivers from the Council and zoning boards and so on. We are not at that point yet.

Mr. Schekel: I am just trying to figure it out before we get to that point and if there are going to be waivers and all that put in, are we going to be notified or do I have to read it in the Livonia Observer.

Mr. Wilshaw: You will definitely be notified. You are within the radius of the property.

Mr. Schekel: Thank you.

Mr. Wilshaw: Thank you, sir. Next, Mr. Wilshaw.

Jeff Wilshaw, 29137 Westfield, Livonia, MI. I am a few hundred feet north of the property. A little nervous about the entire parcel going C-1. As C-1 can be restaurants is my understanding and other more commercial. I don't think we have very many properties in the city where it is a narrow band that jets in deep like this piece of property. I have no problem at all with an apartment or a condominium complex. I think this proposed development is a little too dense in nature personally, but I would welcome something in that property, just not as dense, but certainly not in C-1 classification because from my understanding and please correct me if I am wrong, is that if the developer at the end after having the C-1 says you know what, I want to throw a restaurant there or something different that he would have the green light to go ahead and do that more or less. It is a real long piece of property jetting right into the middle of the residential area. That is my only concern about it. Thank you for your time.

Mr. Wilshaw: Very good. Thank you. Good evening, sir.

Brandon Grysko, 41700 West Six Mile Road, Northville, MI 48168. I represent Ventura Real Estate. I am here representing Ventura Real Estate as I said. They are currently the property owner. I commend you Mr. Chair for keeping us on track today with respect to what the issue actually is that is before the Commission at this time. Which, in my view, is simply whether or not it makes sense to leave sort of this little island in the back of this parcel that is zoned for Urban Farm, whereas the rest of the parcel is zoned C-1 for commercial. I think that is really the appropriate focus of the Commission and I again, I commend the Commission for keeping us focused kind of on that issue there. I think it is pretty clear that planning standards and public policy sort of all favor the idea that a parcel probably shouldn't

be split zoned. Particularly not in this manner where you have sort of these wild different standards for one part of the parcel, in fact for a vast majority of the parcel and a totally separate set of standards for another more narrow piece of the parcel, so I really urge the commission to recommend that this entire parcel be zoned cohesively for all the reasons you would expect, including cohesive administration of the zoning ordinance and the ability for developers to come in and do something with the property without having to go back through this sort of process again, so I think that is really important to keep in mind here. I don't want to stray too far off track from what the purpose of this hearing is, but I will say that being someone that is out in the community and involved in the community, being involved in the local Chamber of Commerce, I do hear a lot from local businesses that there is an urgent need for housing and this is certainly a project that I commend Mr. Fakhri for putting forth a nice looking project and understand that this is going to be back before probably the Commission and City Council for waiver-use approval and things of that nature in the future, but overall this is a nice looking project and I think it fills a need in the city's Master Plan for this type of housing, so Ventura Real Estate and myself would encourage the Commission to recommend approval of this rezoning for just this one piece of a parcel to C-1.

Mr. Wilshaw: Great. Thank you, Mr. Grysko. Is there anyone else wishing to speak for or against this project? If not, I don't see anyone else in our audience. Mr. Taormina, there was a question asked in regard to other uses that could occur on this property if it is rezoned to C-1. Of course, we are just looking at the back portion, but what controls are in place to follow-up on that question? What controls are in place that would exclude or prevent this project from becoming a commercial development, like say a McDonalds or something along those lines through this process?

Mr. Taormina: There are a couple of answers to that question. So, the current zoning of most of the property is C-1. There is nothing that would prevent a petition being submitted, at this point, for a commercial development. As long as it included uses that were treated as permitted under the C-1 district regulations and it complied with all the other regulations, height, bulk, and area standards, there is very little the city could do. Now, with the development of a planned residential project, like the one we are discussing, we have the ability through this process to include a development agreement. Through that development

agreement we could look to have certain terms and conditions included that would restrict the future use of this property to only the apartments or other specific uses that the city deemed would be appropriate for that land, should the apartment complex not be developed. There is a couple options we could look at, but a general planned residential development agreement is something that we could consider along with the waiver application to address some of those concerns.

Mr. Wilshaw: Okay, Mr. Taormina. I appreciate that answer to that question. Also, the process by which the city goes through the rezoning and site plan process and correct me if I am wrong, we look at the zoning and we send this on to City Council and City Council will hold the rezoning of a parcel until the site plan catches up to it and then they approve both the rezoning and the site plan at the same meeting typically, and that provides some protection as to making sure that this rezoning is used for the intended purpose that the petitioner indicated.

Mr. Taormina: Yes, it offers some protection, but it is no guarantee.

Mr. Wilshaw: Sure. Okay. Thank you. Is there anyone else in our audience wishing to speak on this item? If not, is there anyone on the Commission wishing to speak on this item?

Mr. Bongero: Mark, just so I understand, a planned residential agreement, is that something that we would do tonight?

Mr. Taormina: No. That is something that we would do along with the waiver petition.

Mr. Bongero: Okay. So, it would be down the road?

Mr. Taormina: Yes, it would.

Mr. Bongero: Okay, thank you.

Mr. Wilshaw: Thank you, Mr. Bongero. Any other questions from any of our commissioners? Mr. Fakhri, is there anything else you would like to say in regard to this petition before we make our decision? We always like to give you the last word.

Mr. Fakhri: Nothing further. I just want to thank you for your time and hope that you guys approve the rezoning of this little parcel. Thank you.

Mr. Wilshaw: Thank you, sir. If there is no other business or questions from any of the commissioners, I can close the public hearing at this time and a motion would be in order.

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

#01-04-2022 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on January 25, 2022, on Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C. pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36, from RUF (Rural Urban Farm) to C-1 (Local Business), the Planning Commission does hereby recommend to the City Council that Petition 2021-12-01-11 be approved for the following reasons:

1. That the proposed change of zoning is compatible to and in harmony with the surrounding land uses and zoning districts in the area.
2. That the proposed change of zoning is consistent with the developing character of the area.
3. That the proposed change of zoning represents a reasonable and logical zoning plan for the subject property which adheres to the principles of sound land use planning.
4. That the proposed change of zoning affects only a small portion of the property and will bring the subject parcel under a single zoning classification, and
5. That the proposed change of zoning is consistent with the Livonia Vision 21 Future Land Use Map.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia Vision 21 Zoning Ordinance.

Mr. Wilshaw: Is there any discussion?

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

CITY OF LIVONIA

NOTICE OF PUBLIC HEARING

In accordance with the provisions set forth in Section 401 of the Michigan Zoning Enabling Act, Act 110 of the Public Acts of Michigan of 2006, as amended (MCL 125.3502) as well as Livonia Vision 21 Zoning Ordinance, Article XIII, the Council has determined that a Public Hearing will take place before the Council of the City of Livonia on **Wednesday, February 23, 2022 at 7:00 P.M.**, in the Auditorium at City Hall, 33000 Civic Center Drive, Livonia, Michigan, with respect to the following item:

Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36 from RUF (Rural Urban Farm) to C-1 (Local Business).

SUSAN M. NASH, CITY CLERK

PUBLISH: February 6, 2022

CITY OF LIVONIA

NOTICE OF PUBLIC HEARING

In accordance with the provisions set forth in Section 401 of the Michigan Zoning Enabling Act, Act 110 of the Public Acts of Michigan of 2006, as amended (MCL 125.3502) as well as Livonia Vision 21 Zoning Ordinance, Article XIII, the Council has determined that a Public Hearing will take place before the Council of the City of Livonia on **Wednesday, February 23, 2022 at 7:00 P.M.**, in the Auditorium at City Hall, 33000 Civic Center Drive, Livonia, Michigan, with respect to the following item:

Petition 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest $\frac{1}{4}$ of Section 36 from RUF (Rural Urban Farm) to C-1 (Local Business).

SUSAN M. NASH, CITY CLERK

**PUBLIC HEARING
DIRECTION**

WEDNESDAY, FEBRUARY 23, 2022

PETITION 2021-11-01-08 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 17950 College Parkway (Formerly Unit 15 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7, from C-1, Local Business to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-09 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the property at 17420 College Parkway (Unit 11 of College Park Condominium), located on the east side of Haggerty Road between Six Mile and Seven Mile Roads in the Southwest ¼ of Section 7 from C-4, High Rise Commercial to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-11-01-10 submitted by Schoolcraft College, pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone property at 13001 Merriman Road, located on the west side of Merriman Road, between Glendale Avenue and Schoolcraft Road in the Northeast ¼ of Section 27, from M-2, General Manufacturing to P-L, Public Lands.

DIRECTION: 1) APPROVING

PETITION 2021-12-01-11 submitted by Maple Real Estate Group, L.L.C., pursuant to Sections 13.13 and 13.15 of the Livonia Vision 21 Zoning Ordinance, requesting to rezone the east fifty-eight feet (58') of 9120 Middlebelt Road, located on the east side of Middlebelt Road between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36 from RUF, Rural Urban Farm to C-1, Local Business.

**DIRECTION: 1) DENYING
2) APPROVING**

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF MARCH 14, 2022**



LETTER TO THE LIVONIA CITY COUNCIL

5.

Mayor's Office
February 17, 2022

MEETING DATE

Study Meeting of
February 28, 2022

PREPARED BY

LaShawn Thomas, Director of Government Affairs,

AGENDA ITEM

AWARD OF CONTRACT: Offices of the Mayor and Government Affairs, re: lobbying services to secure Wayne County ARPA dollars for Project Catalyst: Launching Livonia Vision 21, from budgeted funds.

BACKGROUND

Capitol Relations is a government relations firm with solid relationships and extensive experience with Wayne County government. The firm's primary objective is to secure approval of Project Catalyst: Launching Livonia Vision 21 from the American Rescue Plan Act (ARPA) program being administered by the county.

Working in collaboration with Livonia's County Commissioners, Capitol Relations will endeavor to maximize the award of dollars to the city. The firm will provide frequent and detailed reports on the progress of this engagement and its activities to the Office of the Mayor, Government Affairs, and others as directed.

RECOMMENDATION

The Offices of the Mayor and Government Affairs respectfully request Council to approve a contract between the City and Capitol Relations, for the period from March 1, 2022 - February 28, 2023, in the amount of \$43,500.

FISCAL CONSIDERATION

Budgeted funds are available from account number 101-175-818-000

ATTACHMENTS

1. Capitol Relations LLC Agreement

APPROVED BY

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

Michael Slater, Finance Director Date: February 18, 2022



Paul Bernier, City Attorney

Date: February 18, 2022



Maureen Miller Brosnan, Mayor

Date: February 18, 2022

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD FEBRUARY 28, 2022**

24.

Meeting was called to order at 8:24 p.m. by Vice President Laura Toy. Present: Vice President Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Kathleen McIntyre. Absent: President Jim Jolly.

5. AWARD OF CONTRACT: Offices of the Mayor and Government Affairs, re: lobbying services to secure Wayne County ARPA dollars for Project Catalyst: Launching Livonia Vision 21, from budgeted funds.

LaShawn Thomas, Director of Government Affairs, presented the request to Council.

Brandon McCullough stated that in the last federal funding, Livonia got \$8 million dollars, and everything was based on the Community Development Block Grant. Other communities received a lot more and felt that would be happy to support this to get \$339 million. He offered an approving resolution for the Regular Agenda.

Rob Donovic stated that of the 43 communities vying for this money. He felt that this money will help the senior community as well as the county. He felt this investment was fiscally responsible to potentially gain \$339 million.

Scott Bahr agreed with the previous Councilmember's statements and clarified that we aren't asking for \$339 million, that is what the County has. We are looking for is in the low 20's. He asked why it is needed when there are people in the Administration that have connections with Wayne County and asked what this investment gives that we don't already have the ability to do. LaShawn Thomas stated that this is not the first time the city has used lobbying services, giving an example of when outside services were used before.

Shannon Price explained their services keep the connections and working relationships with the county. He stated that every community will get money, the county will need to divide the money in to six (6) buckets: Health, Economic Recovery, Infrastructure, Public Spaces, Workforce and Housing. Livonia could potentially tap into three (3) or four (4) of those. Health with the Senior Center, tied into the Community Center, Economic Recovery, and Infrastructure, taking the existing Senior Center and working it into the new City Center project. Public Spaces when talking about pathways. Their expertise to work with the Administration and Commissioners point out why their services are important to convince all of the Commissioners why a project in Livonia is worth over \$20 million.

Scott Bahr asked if they had already been doing work on this. LaShawn Thomas stated they engaged with them in 2021 because they needed help to figure out how the county would distribute the ARPA dollars. They are now looking to hire them to advocate and move the project to completion.

Scott Bahr asked how much was paid so far. LaShawn Thomas answered they have paid \$14,000.

Scott Bahr asked if they anticipated the contract being extended beyond a year. LaShawn Thomas answered that it was not discussed, they are focusing on getting the money from the county.

Scott Bahr asked where the money is coming from. LaShawn Thomas answered that it is coming from the Department of Government Affairs as budgeted funds.

Scott Bahr asked that about the nature of the suggested reports in the information provided. LaShawn Thomas responded that there was not a specific cadence established but there will be. Scott asked Shannon about his reporting structure. Shannon responded that every client is different and provide what works for them. Scott asked that the resolution included that Council receive a monthly report.

Scott Bahr indicated that this proposal was offered to Council by the Mayor two (2) years ago for this type of purpose and the Mayor chose not to proceed. When the case was made to create the Department of Government Affairs, he was told that it would provide in-house resources for this type of work, yet we are outsourcing.

Kathleen McIntyre asked for clarification regarding Shannon being an appointee of the county and being a lobbyist if that would pose a problem. Shannon responded that it is a separate body and would not be a conflict of interest.

Kathleen McIntyre asked what other Wayne County communities Shannon did lobbying work for. He responded that he did work with Northville Township and Canton Township. She asked if he were helping them obtain funding as well. Shannon stated he's had discussions with them on what their projects should be. Wayne County wants transformational projects and spoke with Northville and Canton Townships on what they should not be submitting for. She asked that any reports to be made available to the Council.

Rob Donovic agreed that he would also like to see those reports.

Vice President Laura Toy stated that Wayne County is unique. If we have people that are experienced than what was proposed for an in-house person, but the uniqueness of the county and we need people that know this county. She indicated that we could get money from the state too.

Scott Bahr stated that there would be talk with the state for their ARPA dollars and asked if these lobbying services were also at the state level or only for the county. LaShawn Thomas responded that this is only for the county. Scott asked if there would be another proposal at the state level in the future. LaShawn stated they are in talks with the state but did not have an answer on that. Scott asked if they would be coming to them to ask for a contract at the state level. LaShawn stated they had no discussion on that. He clarified this request is only for lobbying services at the county level. LaShawn agreed.

Scott Bahr offered a denying resolution for the Regular Agenda.

Kathleen McIntyre asked that the Mayor attend the next meeting to answer questions directed at her role putting this plan together.

Brandon McCullough stated that we are giving a contract to a firm to get a chunk of money. He hopes that this works out for the county, so when the state is handing out money, we need to be at that table. He thinks this proposal is so small compared to what we could potentially get to kick off the Vision 21 Master Plan, so he hopes it passes and we can entrust that this firm can go out and get the money.

DIRECTION:

APPROVING

DENYING

REGULAR

AGREEMENT

This Agreement is made and entered into this 1st day of March, 2022, between the City of Livonia, a municipal corporation ("City") and Capitol Relations, LLC ("CR").

BACKGROUND

The City has undertaken a long-term economic development plan, known as Livonia Vision 21, which involves two priority projects: Project Catalyst: Launching Livonia Vision 21 and the Bike/Walk Livonia Plan (collectively, the "priority projects").

Project Catalyst: Launching Livonia Vision 21 entails building a new Livonia Senior Center adjacent to the Jack E. Kirksey Community Recreation Center ("Rec Center"), and the renovation of the Rec Center, and the Bike/Walk Livonia Plan is to be built out in conjunction with the Livonia Wayfinding Project. Of the priority projects, Project Catalyst: Launching Livonia Vision 21 is the highest priority.

The American Rescue Plan Act ("ARPA") has created avenues to fund the priority projects in whole or in part, and Wayne County (the "County") is administering ARPA within the County's boundaries.

Because CR has the unique knowledge and relationships to assure success in maximizing the amount of ARPA funding for the priority projects, and of governmental proceedings in the State of Michigan (the "State") generally, the City needs the assistance of CR in procuring ARPA funds for the priority projects, as well as providing the City with reports on legislation and other activities at the State and County level which may impact these two priority projects.

THE PARTIES TO THIS AGREEMENT MUTUALLY AGREE AS FOLLOWS:

1. CR will communicate and advocate on behalf of the City with Wayne County government with the objective of securing approval of the City's pending request for funding of the priority projects from ARPA funds administered by the County.
2. CR will work in collaboration with County Commissioners to maximize the award of funds for the priority projects.
3. CR will provide to the Office of the Mayor of the City and such other representatives as will be directed, regular reports on the progress of this engagement and CR's activities on behalf of the City.
4. In consideration of CR's promise to provide the services listed in numbered paragraphs 1-3 above, the City hereby engages CR for the period from March 1, 2022 to February 28, 2023, and promises to pay \$3,625.00 per month for a not-to-exceed total of \$43,500.00.

In acknowledgement of the foregoing, the parties hereto have executed this Agreement as of March _____, 2022.

CAPITOL RELATIONS, LLC

THE CITY OF LIVONIA
a Municipal Corporation

By: Michael Garavaglia
Its: Founder and Senior Partner

By: Maureen Miller Brosnan
Its: Mayor

By: Susan M. Nash
Its: City Clerk



LETTER TO THE LIVONIA CITY COUNCIL

25.

Mayor's Office
February 24, 2022

MEETING DATE

March 14, 2022

PREPARED BY

LaShawn Thomas, Director of Government Affairs,

AGENDA ITEM

REQUEST APPROVAL TO ACCEPT A GRANT FROM THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (MEDC): Office of Government Affairs and the Engineering Division, re: Bell Creek streambank stabilization, a Greenmead regional detention pond, and Denmar Drain channel improvements.

BACKGROUND

The City of Livonia has recently been awarded a \$1M grant from MEDC to address ongoing erosion issues at Bell Creek and flooding issues in various areas of the City.

RECOMMENDATION

We respectfully ask that Council authorize the Mayor and the City Clerk to execute the agreement with the MEDC.

FISCAL CONSIDERATION

ATTACHMENTS

1. Mi Infrastructure Grant Application Form FY22121621
2. Case-347203 City of Livonia - Exe Copy

APPROVED BY

A handwritten signature in black ink that reads "Todd J. Zilincik".

Todd Zilincik, P.E., City Engineer

Date: February 25, 2022

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

Michael Slater, Finance Director

Date: February 25, 2022



Paul Bernier, City Attorney

Date: February 25, 2022



Maureen Miller Brosnan, Mayor

Date: February 25, 2022

Michigan Infrastructure Grant Application Form

Official Grantee:

Grantee Address:

Grantee Primary Contact:

Grantee Tax ID #:

Phone:

Email:

Instructions: This form and the proposed budget are due to MEDC by October 29, 2021. If a response is not received as required additional approval from State Budget Office may be required.

1. Please describe the public purpose of the project, demonstrating it is consistent with PA 87 of 2021, Section 1095.

Storm water improvements at three (3) locations:

1. Greenmead Regional Detention Pond
2. Denmar Drain Channel Improvements
3. Bell Creek Streambank Stabilization

2. Fill out the anticipated dollar amount for each respective category of the budget, using the **excel budget form provided**. Please note the general administrative expense cannot exceed 10% of the grant amount.

3. Anticipated timeframe for each cost identified in the budget.

1. Greenmead Regional Detention Pond: Total Costs \$600,000
(Study \$42,500, Design Plans \$45,000, Inspection \$12,500, Construction \$500,000)
- Study, Survey and Design of Detention Pond (January thru June 2022), Construction for July November 2022, Restoration in 2023).
2. Denmar Drain Channel Improvements: \$200,000
(Concrete Tiger Teeth Replacements \$50,000, Concrete Channel Removal and Open Channel Construction \$150,000)
- Tiger teeth (concrete deflectors for stormwater) and removing a portion of concrete channel on downstream end of the Denman Drain and bringing drain to provide open channel.
- Design in Spring 2022, Construction in Summer / Fall of 2022, Close out and Final Restoration in 2023
3. Bell Creek Erosion Control & Streambank Stabilization: \$200,000
(Design and Permits \$50,000, Construction of stream bank stabilization along Bell Creek \$150,000)
- Stream bank stabilization to prevent further erosion occurring along residential houses (16135 and 16117 Bell Creek Court)
- Final Design Summer 2022/ Permits Fall of 2022, Construction summer 2023

4. I acknowledge that I will be required to submit quarterly progress reports and a final report including:
- i. A summary of the Grant Activities performed over the immediately prior calendar quarter;
 - ii. An accounting of Grantee's actual expenditure of all funds on the Project over the immediately prior quarter, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements;
 - iii. the Grantee's estimated percentage of completion of the Project; and
 - iv. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.
5. Identify authorized signer(s).

LaShawn Thomas, Director of Governmental Affairs
Douglas Moore, Assistant Director of Public Works
Todd J. Zilincik, City Engineer

NOTICE: Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the MEDC.

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the MEDC nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.

Authorized Signature:

Date:

**MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT
WITH
CITY OF LIVONIA**

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

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

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to mitigate soil erosion and storm water improvements at three (3) locations within the City of Livonia (the “Grant Activities”).

II. PERFORMANCE SCHEDULE.

Starting Date: October 1, 2021

Ending Date: December 31, 2023

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

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

Exhibit A: Grantee’s Budget

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

IV. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed \$1,000,000 (the “Grant”). A disbursement of 50% of the funds may be made following Grant Agreement execution and authorization by the Grant Administrator. Additional funds shall only be disbursed after verification that the previous payment has been expended, in full, in accordance with the Agreement.

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

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

VI. **GRANTEE DUTIES.**

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

VII. RELATIONSHIP OF THE PARTIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTEE ACCEPTANCE:

City of Livonia

Dated: _____

By: LaShawn Thomas
Its: Director of Governmental Affairs

MEDC ACCEPTANCE:

Michigan Economic Development Corporation

Dated: _____

By: Christin Armstrong
Its: Secretary

EXHIBIT A

1. Grantee: City of Livonia		2. Project Title Storm Water Improvements at three (3) Locations, City of Livonia			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Infrastructure Grant	Local Funding	Other Funding	Total
Construction:	Construction	\$ 850,000.00			\$ 850,000.00
Engineering		\$ 150,000.00			\$ 150,000.00
	Total	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00