

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

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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, AUGUST 8, 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.

**1950th Regular Meeting of the Council of the City of Livonia
Monday, August 8, 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 - 1949th Regular Meeting Minutes of July 25, 2022

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

[a. Communication from Jeffrey Bunker, Clarenceville School District, dated May 20, 2022, requesting the City to continue to collect district's taxes for the year 2022.](#)

[b. Communication from Lynda S. Jackson, Secretary, Wayne RESA, dated June 15, 2022, requesting the City continue to collect taxes for the year of 2022.](#)

[c. Communication from Pamela Lane, Clerk, Charter County of Wayne, dated June 7, 2022, requesting the City continue to collect taxes for the year 2022.](#)

[d. Communication from Karen Bradford, Livonia Public Schools School District, dated June 13, 2022, requesting the City to continue to collect district's taxes for the year 2022.](#)

[e. Communication from Barb DeMarco, Oakland Schools ISD, dated June 6, 2022, requesting the City to continue to collect district's taxes for the year 2022.](#)

[f. Communication from Brian D. Broderick, Schoolcraft College, dated May 25, 2022, requesting the City to continue to collect district's taxes for the year 2022.](#)

[g. Communication from Jeremy Curtis, Plymouth Road Development Authority, dated May 24, 2022, requesting the City to continue to collect district's taxes for the year 2022.](#)

[h. Communication from Rachael Eubanks, State of Michigan Department of Treasury, dated April 1, 2022, requesting the City to continue to collect the State Education Tax for the year 2022.](#)

CONSENT AGENDA

1. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Dan West, President, Livonia Chamber of Commerce, re: to host a gathering with live music at Ford Field, 33841 Lyndon, on Saturday, September 17, 2022, from 6:00 p.m. to midnight.](#)

2. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, re: to host the Wildwood Sour Fest event on Saturday, August 27, 2022, from 3:00 p.m. to 11:00 p.m. with live music and DJs on property located at 36685 Plymouth Road.
3. REQUEST FOR AUTHORIZATION TO SELL CITY-OWNED SCATTERED SITE HOUSING PROPERTY ACQUIRED FROM THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM: Livonia Housing Commission, re: for the home located at 20222 St. Francis, 48152 to Margaret Schmidt for a sale price of \$150,500.00.
4. REQUEST FOR APPROVAL OF THE 2023 CDBG ANNUAL ACTION PLAN: 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL PLAN AND BUDGET; AND REQUEST TO APPROVE HOLD HARMLESS CONTRACTS BETWEEN THE CITY OF LIVONIA AND FIRST STEP, FAIR HOUSING CENTER OF METROPOLITAN DETROIT, WAYNE METROPOLITAN COMMUNITY ACTION AGENCY, CRUZ CLINIC, HEGIRA PROGRAMS, INC., STONEBROOK COUNSELING ASSOCIATES, PLCC, AND THE COLLABORATIVE HEALTH CENTER: Livonia Housing Commission, re: in connection with the operation of a domestic violence victim assistance program; for the purpose of providing fair housing; and for the mental health counseling program provided for through the Community Development Block Grant (CDBG) programs for the 2022-2023 program year.
5. AWARD OF BID: Department of Parks and Recreation, re: for backstop replacement and player fencing installations at Devonaire Park Diamond #2, from budgeted funds
6. AWARD OF BID: Department of Parks and Recreation, re: Gutter installation on Newburgh Church, Shaw House and Kingsley House at Greenmead Historical Park, from the Historical Trust Fund.
7. REQUEST TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Department of Public Works, re: for the replacement of the Carl Sandburg Library HVAC chiller unit, from budgeted funds.
8. REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, re: for the additional scope of work for the Seven Mile Road Water Main Replacement Project, from budgeted funds.
9. REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, re: for preventative maintenance of the sanitary sewer system at the northwest quadrant of Section 34 for an additional \$1,000,000, from the Water and Sewer Fund.
10. REQUEST TO AMEND THE CONTRACT WITH SPALDING DEDECKER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SIDEWALK REPLACEMENT LOCATION ASSESSMENTS, SECTIONS 1-12; Engineering Division, re: for same (CR 336-21)

UNFINISHED BUSINESS

11. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to add Chapter 01 to Title 11 (Display of Flag on City Property).
12. WAIVER PETITION: Appeal of the denial of the Planning Commission regarding Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28.
Public Hearing held on Monday, July 18, 2022
13. REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: for the emergency repairs at the City fueling sites, from budgeted funds.

NEW BUSINESS

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

City Clerk
July 12, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

a. Communication from Jeffrey Bunker, Clarenceville School District, dated May 20, 2022, requesting the City to continue to collect district's taxes for the year 2022.

BACKGROUND

Communication from Jeffrey Bunker, Secretary for Clarenceville School District, requesting City continue to collect Clarenceville School District taxes for the year 2022.

RECOMMENDATION

R&F

FISCAL CONSIDERATION

Tax collection.

ATTACHMENTS

1. Clarenceville School Dist taxes

APPROVED BY



Susan Nash, MiPMC, City Clerk

Date: July 29, 2022

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

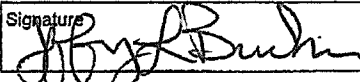
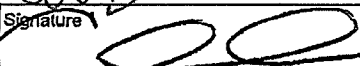
County(ies) Where the Local Government Unit Levies Taxes Oakland/Wayne	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 355,289,826
Local Government Unit Requesting Millage Levy Clarenceville School District	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. 153,175,798

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	Operating Non-Homestead	8/14/2015	19.0000	18.2610	.9917	18.1094	1.0000	18.1094	18.0000	0.0000	06/2026
	Sinking Fund										
Voted	All Properties	5/03/2016	4.50000	4.2940	.9841	4.2257	1.0000	4.2257	4.2257	0.0000	06/2026

Prepared by David G Bergeron	Telephone Number (248) 388-1333	Title of Preparer Assistant Superintendent	Date 05/20/2022
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk	Signature 	Print Name Jeffrey Bunker	Date 05/20/2022
☒ Secretary	Signature 	Print Name Cindy Immonen	Date 05/20/2022

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	0.0000
For Commercial Personal	6.0000
For all Other	18.0000



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
July 12, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

b. Communication from Lynda S. Jackson, Secretary, Wayne RESA, dated June 15, 2022, requesting the City continue to collect taxes for the year of 2022.

BACKGROUND

Communication from Lynda S. Jackson, Secretary, Wayne RESA, dated June 15, 2022, requesting City continue to collect taxes for the year of 2022.

RECOMMENDATION

R&F

FISCAL CONSIDERATION

Tax collection.

ATTACHMENTS

1. Wayne RESA taxes

APPROVED BY

Susan Nash, MiPMC, City Clerk

Date: July 29, 2022

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Wayne, Oakland, Washtenaw, Monroe	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 all properties 47,297,956,617 - enhancement TV only 47,587,341,918
Local Government Unit Requesting Millage Levy Wayne RESA	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Operating	N/A	0.0300	0.0277 ✓	0.9955 ✓	0.0275	1.0000	0.0275 ✓	*Tax Rate	Resolution	N/A
Allocated	Operating		0.0700	0.0685 ✓	0.9955 ✓	0.0681	1.0000	0.0681 ✓	*Tax Rate	Resolution	N/A
Charter	Special Ed		1.0000	0.9277 ✓	0.9955 ✓	0.9235	1.0000	0.9235 ✓	*Tax Rate	Resolution	N/A
Charter	Special Ed		1.0000	0.9355 ✓	0.9955 ✓	0.9312	1.0000	0.9312 ✓	*Tax Rate	Resolution	N/A
Charter	Special Ed		1.5000	1.4964 ✓	0.9955 ✓	1.4896	1.0000	1.4896 ✓	*Tax Rate	Resolution	N/A
Voted	Enhancement	11/3/20	2.0000	1.9962 ✓	0.9957 ✓	1.9876	1.0000	1.9876 ✓	*Tax Rate	Resolution	12/31/27
								5.4375			
								2022 tax	rate	resolution	attached

Prepared by Tamara Dust	Telephone Number (734) 334-1579	Title of Preparer Executive Director of Finance	Date 06/15/2022
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk	Signature <i>Lynda S. Jackson</i>	Print Name Lynda S Jackson	Date 06/15/2022
☒ Secretary			
☐ Chairperson	Signature <i>Danielle Funderburg</i>	Print Name Danielle Funderburg	Date 06/15/2022
☒ President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
July 12, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

c. Communication from Pamela Lane, Clerk, Charter County of Wayne, dated June 7, 2022, requesting the City continue to collect taxes for the year 2022.

BACKGROUND

Communication from Pamela Lane, Clerk, Charter County of Wayne, dated June 7, 2022, requesting City continue to collect taxes for the year 2022.

RECOMMENDATION

R&F

FISCAL CONSIDERATION

Tax collection.

ATTACHMENTS

1. Charter County of Wayne taxes

APPROVED BY

A handwritten signature in black ink, appearing to read "Susan Nash".

Date: July 24, 2022

Susan Nash, MiPMC, City Clerk

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
July 27, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

d. Communication from Karen Bradford, Livonia Public Schools School District, dated June 13, 2022, requesting the City to continue to collect district's taxes for the year 2022.

BACKGROUND

Communication from Jeffrey Bunker, Secretary for Clarenceville School District, requesting City continue to collect Clarenceville School District taxes for the year 2022.

RECOMMENDATION

R&F

FISCAL CONSIDERATION

Tax collection.

ATTACHMENTS

1. LPS taxes

APPROVED BY

A handwritten signature in blue ink, appearing to read "Susan Nash".

Date: July 29, 2022

Susan Nash, MiPMC, City Clerk

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes Wayne County	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 \$5,085,567,219
Local Government Unit Requesting Millage Levy Livonia Public Schools School District	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. \$1,475,159,779

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Voted	Oper-NH	08/2019	18.3866	18.3553	1.0000	18.3553	1.0000	18.0000	9.0000	9.0000	TY2030
Voted	Sinking- All	08/2019	1.6000	1.5860	0.9941	1.5766	1.0000	1.5766	0.7883	0.7883	TY2029
Voted	Debt	02/1992	UNLMTD	N/A	1.0000	N/A	1.0000	N/A	0.7300	0.7300	N/A
Voted	Debt	05/2013	UNLMTD	N/A	1.0000	N/A	1.0000	N/A	0.6400	0.6400	N/A
Voted	Debt	05/2021	UNLMTD	N/A	1.0000	N/A	1.0000	N/A	0.6800	0.6800	N/A

Prepared by Alison Smith	Telephone Number (734) 744-2584	Title of Preparer Director of Finance	Date 06/13/2022
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk	Signature <i>Karen Bradford</i>	Print Name Karen Bradford	Date 06/13/2022
☒ Secretary			
☐ Chairperson	Signature <i>Colleen Burton</i>	Print Name Colleen Burton	Date 06/13/2022
☒ President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	0.0000
For Commercial Personal	6.0000
For all Other	18.0000



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
July 27, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

e. Communication from Barb DeMarco, Oakland Schools ISD, dated June 6, 2022, requesting the City to continue to collect district's taxes for the year 2022.

BACKGROUND

Communication from Jeffrey Bunker, Secretary for Clarenceville School District, requesting City continue to collect Clarenceville School District taxes for the year 2022.

RECOMMENDATION

R&F

FISCAL CONSIDERATION

Tax collection.

ATTACHMENTS

1. Oakland Schools IDSD taxes

APPROVED BY

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

Susan Nash, MiPMC, City Clerk

Date: July 29, 2022

2022 TAX RATE REQUEST (this form must be completed on or before September 30, 2022)**MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory: Penalties applies.

ORIGINAL TO: County Clerk(s)

L-4029

COPY TO: Equalization Department(s)

COPY TO: Each township or city clerk

County Oakland	2022 Taxable Value for all properties as of 5-18-2022 65,062,345,956
Local Government Unit Requesting Millage Levy Oakland Schools ISD	For LOCAL School Districts: 2022 Taxable Value excluding Principle Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.19. The following tax rates have been authorized for levy on the 2022 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Source	Purpose of Millage	Date of Election	Original Millage Authorized by Election, Charter, etc.	2021 Millage Rate Permanently Reduced by MCL 211.34d	2022 Current Year "Headlee" Millage Reduction Fraction	2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	Maximum Allowable Millage Levy *	Millage Requested to be Levied July 1	Millage Requested to be Levied Dec. 1	Expiration Date of Millage Authorized
VOTED	SPEC ED	6/14/54	0.5000	0.3808	0.9890	0.3766	1.0	0.3766	0.3766	0.0000	
VOTED	SPEC ED	6/14/65	0.5000	0.3808	0.9890	0.3766	1.0	0.3766	0.3766	0.0000	
VOTED	VOC ED	6/12/67	0.5000	0.3808	0.9890	0.3766	1.0	0.3766	0.3766	0.0000	
ALLOCATED	GEN ED	8/19/78	0.2500	0.1902	0.9890	0.1881	1.0	0.1881	0.1881	0.0000	
VOTED	SPEC ED	10/7/85	0.7500	0.5716	0.9890	0.5653	1.0	0.5653	0.5653	0.0000	
VOTED	SPEC ED	9/25/01	1.1704	1.0860	0.9890	1.0740	1.0	1.0740	1.0740	0.0000	
VOTED	VOC ED	9/25/01	0.2279	0.2110	0.9890	0.2086	1.0	0.2086	0.2086	0.0000	
TOTAL									3.1658	0.0000	

Prepared by Michelle Saunders	Telephone Number 248-209-2122	Title of Preparer Executive Director of Financial Services	Date 5/18/2022
As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3)			Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2014 for instructions on completing this section.
Clerk Signature 			Total School District Operating Rates to be Levied (HH/Supp and NH Oper Only) RATE For Principal Residence, Qualified Ag. Qualified Forest and Industrial Personal For Commercial Personal For all Other
Type Name Mrs. Barb DeMarco			
Date 6/6/2022			
Chairperson President X Signature 			
Type Name Mr. Connie Williams			
Date 6/6/2022			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
July 27, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

f. Communication from Brian D. Broderick, Schoolcraft College, dated May 25, 2022, requesting the City to continue to collect district's taxes for the year 2022.

BACKGROUND

Communication from Jeffrey Bunker, Secretary for Clarenceville School District, requesting City continue to collect Clarenceville School District taxes for the year 2022.

RECOMMENDATION

R&F

FISCAL CONSIDERATION

Tax collection.

ATTACHMENTS

1. Schoolcraft College taxes

APPROVED BY

Susan Nash, MiPMC, City Clerk

Date: July 29, 2022

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

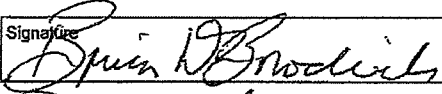
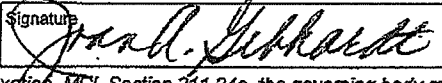
County(ies) Where the Local Government Unit Levies Taxes Wayne, Oakland, Washtenaw Three County Total	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 \$16,872,891,110
Local Government Unit Requesting Millage Levy Schoolcraft College	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Charter	Operating	6/1962	1.0000	0.7782	1.0000	0.7782	1.0000	0.7782	0.7782	0.0000	None
Charter	Operating	6/1966	0.7700	0.5990	1.0000	0.5990	1.0000	0.5990	0.5990	0.0000	None
Charter	Operating	3/1986	0.5000	0.3890	1.0000	0.3890	1.0000	0.3890	0.3890	0.0000	None
Voted	Operating	11/2018	0.5038	0.5038	1.0000	0.5038	1.0000	0.5038	0.5038	0.0000	TY 2028
								Total	2.2700	0.0000	

Prepared by Jon Lamb, CPA	Telephone Number (734) 462-4603	Title of Preparer Chief Financial Officer	Date 05/25/2022
-------------------------------------	---	---	---------------------------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☐ Clerk	Signature 	Print Name Brian D. Broderick	Date 05/25/2022
☒ Secretary			
☒ Chairperson	Signature 	Print Name Joan A. Gebhardt	Date 05/25/2022
☐ President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
July 27, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

g. Communication from Jeremy Curtis, Plymouth Road Development Authority, dated May 24, 2022, requesting the City to continue to collect district's taxes for the year 2022.

BACKGROUND

RECOMMENDATION

R&F

FISCAL CONSIDERATION

ATTACHMENTS

1. PRDA taxes

APPROVED BY

A handwritten signature in black ink, appearing to read "Susan Nash".

Date: July 29, 2022

Susan Nash, MiPMC, City Clerk

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

Carefully read the instructions on page 2.

County(ies) Where the Local Government Unit Levies Taxes WAYNE	2022 Taxable Value of ALL Properties in the Unit as of 5-23-2022 409,441,018
Local Government Unit Requesting Millage Levy PLYMOUTH ROAD DEVELOPMENT AUTHORITY	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

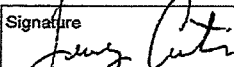
This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
2018 PA57	DDA	N/A	2.000	2.000	1.000	2.000	1.000	2.000	2.000		N/A

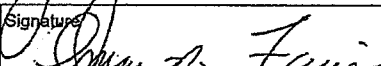
Prepared by MICHAEL T. SLATER	Telephone Number (734) 466-2260	Title of Preparer TREASURER	Date 05/24/2022
---	---	---------------------------------------	---------------------------

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

☒ Vice-Chairperson

Signature 	Print Name JEREMY CURTIS	Date 05/24/2022
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☒ Chairperson
☐ President

Signature 	Print Name OMAR N. FARIS	Date 05/24/2022
--	------------------------------------	---------------------------

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2022 for instructions on completing this section.

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag., Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	



LETTER TO THE LIVONIA CITY COUNCIL

City Clerk
July 27, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

h. Communication from Rachael Eubanks, State of Michigan Department of Treasury, dated April 1, 2022, requesting the City to continue to collect the State Education Tax for the year 2022.

BACKGROUND

See report attached

RECOMMENDATION

R&F

FISCAL CONSIDERATION

ATTACHMENTS

1. Dept of Treasury taxes

APPROVED BY

A handwritten signature in cursive script, appearing to read "Susan Nash", is written over a horizontal line.

Date: July 29, 2022

Susan Nash, MiPMC, City Clerk



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

April 1, 2022

**NOTICE TO TOWNSHIP CLERKS, CITY CLERKS, AND COUNTY CLERKS
OF CERTIFICATION OF STATE EDUCATION TAX LEVY
PURSUANT TO ACT 331 OF 1993**

Section 5 of the State Education Tax Act, 1993 PA 331, MCL 211.905 (5), requires the State Treasurer to certify the levy of the State Education Tax.

This Notice constitutes certification of the levy of the State Education Tax and authorizes collection of the State Education Tax at the rate of six mills for the 2022 tax year as a summer levy.

Local clerks are requested to spread the six mills on the rolls for the summer levy.



Rachael Eubanks
State Treasurer



**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

1. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Dan West, President, Livonia Chamber of Commerce, re: to host a gathering with live music at Ford Field, 33841 Lyndon, on Saturday, September 17, 2022, from 7:00 p.m. to 11:00 p.m.

Dan West, President, Livonia Chamber of Commerce, presented the request to Council.

Councilmember Rob Donovic asked if there would be alcohol served at the event. Dan West stated there would be alcohol served and that it is a 21 and over event. They will have people checking IDs and giving wristbands. They are in partnership with Parks and Recreation and the area will be fenced.

Councilmember Rob Donovic asked if they are charging admission. Dan West replied the admission is \$10 in advance, \$15 at the door.

Council Vice President Toy noted the corn roast is also that weekend. Dan West replied that the corn roast is the next day. This event is on Saturday night and the corn roast and Tour de' Livonia is the next morning.

Councilmember Rob Donovic offered an approving resolution on the Consent agenda.

DIRECTION:	APPROVING	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
July 6, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Dan West, President, Livonia Chamber of Commerce, re: to host a gathering with live music at Ford Field, 33841 Lyndon, on Saturday, September 17, 2022, from 7:00 p.m. to 11:00 p.m.

BACKGROUND

Request from Dan West, President, Livonia Chamber of Commerce, re: to host a gathering with live music at Ford Field, 33841 Lyndon, on Saturday, September 17, 2022, from 7:00 p.m. to 11:00 p.m.

RECOMMENDATION

To approve the request as submitted

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. S071122 Req for noise waiver for Love Livonia

APPROVED BY



July 5, 2022

The Honorable Jim Jolly
President, Livonia City Council
Livonia City Hall
33000 Civic Center Drive
Livonia, MI 48154

President Jolly and members of Council:

The Livonia Chamber of Commerce, in partnership with Livonia Parks and Recreation, plans to bring back a fun night and popular gathering for our friends and neighbors that we developed last year.

As pandemic-related outdoor restrictions lifted last year, we organized the Love Livonia Party last July to give Livonians an opportunity for socialization and fun in an appropriate fashion at Livonia's Ford Field-Eddie Edgar Ice Arena complex. We had about 1,000 people attend last year's inaugural event.

We would like to bring this event back to the same venue on Saturday, September 17, 2022. We positioned this year's effort to be an end-of-the-summer event that wasn't too close to the Livonia Spree, which provides similar local social opportunities with its popular beer tent and live band performances.

We made arrangements with two bands (Local Heroes and Power Play!), a professional sound system company (so we can control of sound and volume), drink service offered by Grand Tavern, and food service from several food trucks that will be on site. The event area would be fenced off and monitored by private security to keep the gathering to adults 21 years old and older. Staff from Livonia Parks and Recreation, Livonia Chamber of Commerce, and volunteers from a local service club would also support crowd control at the event.

We are requesting authorization from the Livonia City Council to waive the city's noise ordinance until 12 midnight on this evening. We intend to run the event from 6-11 p.m., but we are seeking the extra hour as buffer time in case weather or logistics cause any delays for the scheduled band performances.

As we did last year, we will contact the Livonia Police Department to present the event plan and gather input.

Feel free to contact me at any time with any questions you have about this event on my mobile device (734.612.4134), or via email at dwest@livonia.org.

We appreciate your consideration for support of this effort to put together an event that was so well received last year, and we hope to grow it into a popular annual program.

Sincerely Yours,

A handwritten signature in black ink that reads "Dan West".

Dan West
President
Livonia Chamber of Commerce

CC: Ted Davis, Dave Varga, Chief Tom Goralski

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

2. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, re: to host the Wildwood Sour Fest event on Saturday, August 27, 2022, from 3:00 p.m. to 11:00 p.m. with live music and DJs on property located at 36685 Plymouth Road.

Ernie Paksi, Owner of Supernatural Spirits and Brewing LLC presented the request to Council.

Council Vice President Laura Toy stated they do a great job and offered an approving resolution on the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
July 7, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, re: to host the Wildwood Sour Fest event on Saturday, August 27, 2022, from 3:00 p.m. to 11:00 p.m. with live music and DJs on property located at 36685 Plymouth Road.

BACKGROUND

Request from Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, to host the Wildwood Sour Fest event on Saturday, August 27, 2022, from 3:00 p.m. to 10:00 p.m. with live music and DJs on property located at 36685 Plymouth Road.

RECOMMENDATION

To approve request as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. S072522 Noise Ord Supernatural

APPROVED BY

From: Nash, Susan M.
Sent: Thursday, July 7, 2022 2:41 PM
To: Kasprowicz, Sara; Miller, Lori
Subject: FW: Supernatural Brewing Noise Ordinance Request for a party August 27th

Susan Nash, MiPMC

City Clerk
City of Livonia | City Clerk
(734) 466-2233
snash@livonia.gov

From: Nick Cornell <nick@supernaturalbrewing.com>
Sent: Thursday, July 7, 2022 2:21 PM
To: Nash, Susan M. <snash@livonia.gov>
Subject: Supernatural Brewing Noise Ordinance Request for a party August 27th

Hello Susan Nash,

This is Nick Cornell over at Supernatural Brewing Company at 36685 Plymouth Rd, Livonia, MI 48150. We are trying to request permission from the City of Livonia once again to hold our Wildwood Sourfest party in the front of our building along Plymouth road on August 27th. We plan to release 18 different sour beers that day as well as providing some fun food and music! We'd like to ask permission to have live bands performing outside from 3pm until 11pm. The event was a HUGE success last year so we'd love to do it again!

Please let me know any steps we need to take and I do hope we're not too late to plan this with the city.

Thanks so much,
Nick Cornell
Supernatural Brewing
General Manager
734-589-9214 cell

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

3

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

3. REQUEST FOR AUTHORIZATION TO SELL CITY-OWNED SCATTERED SITE HOUSING PROPERTY ACQUIRED FROM THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM: Livonia Housing Commission, re: for the home located at 20222 St. Francis, 48152 to Margaret Schmidt for a sale price of \$150,500.00.

Brandie Isaacson, Director of Housing, presented the request to Council.

Councilmember Brandon McCullough congratulated Margaret Schmidt and offered an approving resolution on the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Housing
July 11, 2022

MEETING DATE

Study Meeting of July 25,
2022

PREPARED BY

Brandie Isaacson, Director of Housing,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO SELL CITY-OWNED SCATTERED SITE HOUSING PROPERTY ACQUIRED FROM THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM: Livonia Housing Commission, re: for the home located at 20222 St. Francis, 48152 to Margaret Schmidt for a sale price of \$150,500.00.

BACKGROUND

The City of Livonia purchased the property located at 20222 St. Francis, 48152 on May 27, 2003 from Irene G. Chester for \$129,900.00. This property was acquired utilizing Federal Community Development Block Grant (CDBG) Program funds and has been a rental home since that time.

The 20222 St. Francis property was vacated in May 2021. Livonia Housing Commission has made property improvements, addressing all building code issues. An appraisal of the property was conducted which resulted in an appraised value of \$150,000.00. This property was listed on the MLS#: 20221000351 by Remerica Hometown. Several offers were received and reviewed for income eligibility. The offer from a single woman, Margaret Schmidt, for \$150,500.00 was accepted. Ms. Schmidt is a current renter living in Northville and would like the opportunity to relocate to Livonia. One of the goals of the Housing Department is to increase housing affordability and stability. Approving this sale would not only achieve these goals, it would also provide Ms. Schmidt with an opportunity to move out of rental housing and into homeownership. Margaret Schmidt is income qualified pursuant to federal income guidelines and was approved for a 30-year Fixed Conventional MSHDA approved mortgage.

RECOMMENDATION

The Livonia Housing Commission would respectfully request that the Livonia City Council approve the sale of 20222 St. Francis, Livonia, MI. 48152 to Margaret Schmidt and further authorize the Law Department to prepare a Quit Claim Deed and authorize the Housing Director to execute the appropriate sale documents. Proceeds from the sale are to be returned to the federal CDBG program and classified as program income.

FISCAL CONSIDERATION

231-000 CDBG 2022 Program Year beginning July 1, 2022

ATTACHMENTS

1. 20222 St. Francis Purchase Agreement
2. Schmidt Preapproval Letter 6-21
3. Appraisal for 20222 St. Francis
4. 20222 St. Francis Purchase Agreement LHC resolution #20-22
5. LHC Meeting Minutes April 16 2022 BMI

APPROVED BY



Brandie Isaacson, Director of Housing

Date: July 11, 2022



Michael Slater, Finance Director

Date: July 11, 2022



Paul Bernier, City Attorney

Date: July 11, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022

Silver House Services

Offer to Purchase

1. **Property Description and Offer.** Buyer(s) agrees to purchase from Seller the following land located at: 20222 Saint Francis St., Livonia in Wayne County, Michigan, legally described as follows: 01D206 ARGONNE SUB T1S R9E L40 P5 WCR LOT 206

parcel ID: 46001040206000. The property, together with all improvements and appurtenances, if any, now in or on the premises (unless specifically excepted below), including: all buildings; plumbing, heating, cooling, electrical fixtures; built-in appliances; ceiling fans/remotes, central vacuum systems and accessories, bathroom mirrors, all window treatments including hardware; blinds, curtains, shades, tv mounts mounted to wall; in-wall surround sound systems, mounted speakers, installed smart home equipment/technology (doorbells, cameras, etc.), attached floor coverings; attached fireplace doors, screens, gas logs; garage door opener and controls; screens, storm windows, and doors; shutters, awnings, installed satellite dishes and accessories, landscaping, fences, mailboxes, sheds, outbuildings, installed car ports, installed above-ground pool and pool equipment, Seller-owned alarm system; Seller-owned water softener; water pumps; pressure tanks; fuel in tank; incinerator, if any; and gas, oil, and mineral rights owned by Seller(s). Also included: Disposal, Free-Standing Electric Oven, Free-Standing Refrigerator

Fixture items not included: _____

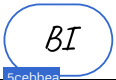
Buyer agrees to pay the Seller the purchase price of: \$150500, One hundred fifty thousand five hundred dollars (spelled out), subject to the existing building and use restrictions, easements of record and zoning ordinances, if any, providing said restrictions, easements and zoning ordinances do not unreasonably restrict the Buyer(s)'s intended use of the property.

Payment: Transaction shall be consummated by:

A. ☐ Cash: Buyer will pay the purchase price in cash upon Seller's delivery of a Warranty Deed conveying marketable title.

B. ☒ New Mortgage: Payment of purchase money is to be made by cashiers or certified check or wire transfer. This Offer is contingent upon the Buyer(s) being able to secure a(n) conv - MSHDA mortgage in the amount of \$_____ or 97 % and pay \$_____ or 3 % down plus mortgage costs, prepaid items, and adjustments in cash. Buyer(s) agrees to apply for such mortgage at his own expense within 7 calendar days from Seller(s) acceptance of this Offer to Purchase. Buyer(s) also agree to execute the mortgage as soon as the mortgage application is approved and a closing date is obtained from the lending institution. Buyer(s) agrees that in connection with said application to lender, they will promptly comply with lender's request for necessary information and documentation required to process the loan application and to make a good faith effort to obtain said mortgage. If a firm commitment for such mortgage cannot be obtained within 60 calendar days, from the Seller's acceptance and the Buyer fails to extend the time in writing, this offer shall be declared null and void and the deposit shall be returned to Buyer(s) within 2 business days, or, at Buyer(s) option, they may proceed with the sale. The sale will be completed upon Seller's delivery of a Warranty Deed conveying marketable title.

C. ☐ See attached addendum(s) for alternate financing.

	06-22-2022		06-28-2022
85a8bbc		5cebbba	
Buyer(s)'s initials	Date	Seller(s)'s initials	Date

2. Earnest Money Deposit. The Buyer deposits \$ 1000 evidencing Buyer's good faith, which deposit shall be applied to purchase price at closing. This deposit shall be held by:

Title Partners, Livonia

_____ ("Escrowee") in accordance to the State of Michigan Statutes and Regulations. EMD to be collected after satisfactory home inspection and all due diligence period are completed.

3. Seller's Concessions. Seller(s) agrees to pay \$ 0 or 0 % at closing to be used towards any of the following: Buyer(s)'s closing costs, discount points, pre-pays, commission, adjustments, and/or any other costs required for Buyer to obtain a mortgage. Buyer(s) reserves the right to use any portion of these funds to reduce the purchase price.

4. Property Insurance. Seller shall be responsible for fire and extended coverage insurance on the property through the date of closing.

5. Occupancy/Possession. The Seller(s) shall deliver and the Buyer(s) shall accept possession of said property. If Seller occupies the property it shall be vacated on or before 0 days after closing (day 1). From the day of closing to the date of vacating the property it is agreed that the Seller(s) shall pay the sum of \$ 0 per day. The Listing Broker shall retain from the amount due Seller(s) at closing the sum of \$ 0 as security for said occupancy charge, paying to the Buyer(s) the amount due and returning to Seller(s) the unused portion as determined by the date the property is vacated and keys are surrendered to Buyer(s).

If tenants occupy the property: (select one)

☒ Seller shall have tenants vacate the property prior to closing.

☐ Seller shall assign Buyer(s) all Landlord rights and transfer any security deposits and all leases and other rental contracts and documents to Buyer(s) at closing. Rents shall be prorated to the date of closing. Buyer(s) shall assume all Landlord rights and obligations after the date of closing.

Broker/escrow agent has no obligation implied or otherwise for seeing that the premises are vacated on the date specified above, or for the condition of the premises, etc., but is only acting as an escrow agent for holding the occupancy charge. If Seller(s) fails to give possession to Buyer(s) as provided and Seller(s) retains the property beyond the agreed time, Seller(s) may be liable for all costs of obtaining possession of property, should it become necessary, including: storage fees, housing expense, the cost of eviction proceedings, attorneys' fees, and any other costs or expenses incurred by Buyer as a result of Seller's refusal to vacate the property. Seller shall also be responsible for Buyer's homeowner's policy deductible of a covered claim, during the occupancy period.

Seller(s) is responsible for any damage to the property, except normal wear and tear, until Buyer(s) obtains possession after closing. Seller is responsible for personal property insurance to cover their personal property during the occupancy period.

6. Property Inspection/Due Diligence. Buyer(s) has been advised by Broker to obtain a property inspection.

☒ Buyer(s) does choose to have a private property inspection with a contractor(s) of their choice and at their expense. Buyer(s) are hereby advised that they may inspect for, but are not limited to: structural, electrical, plumbing, mold, radon, lead based paint, well and septic, main sewer line, pests, square footage, zoning, school district, noise, crime rates, and general physical condition inspection of the property to be purchased at their expense within 7 calendar days from final acceptance of this Offer to Purchase. Buyer(s) assumes liability for any damages to Seller(s) property caused by such inspection(s). If Buyer(s)

MS

06-22-2022

ecdb688

Buyer(s)'s initials

Date

BI

06-28-2022

1b629d6

Seller(s)'s initials

Date

are dissatisfied with any information that they receive from their inspections(s), in their sole judgment, they shall notify the Seller(s) in writing within three (3) calendar days of obtaining the inspection report(s). Further, if Buyer(s) is dissatisfied with any inspection/due diligence, they may withdraw this offer, declaring it null and void, and receive a full refund of their deposit. Failure to notify Seller(s) within this time period shall cause this contract to be binding and proceed according to the agreed upon terms and conditions.

If the property is winterized at time of offer, Seller shall, at their expense, de-winterize and turn all utilities on for Buyer(s) to be able to fully inspect the property, structures, and systems.

If Seller(s) are notified, in writing, of defects, they shall have 3 calendar days to (a) repair or provide for repair to the satisfaction of the Buyer(s), or (b) declare in writing their unwillingness to repair. If Seller does not agree to repair requests, Buyer(s) may accept the property in an as-is condition and proceed with the purchase or declare this offer null and void and Buyer(s)'s deposit shall be returned.

Well and Septic: Prior to transfer of ownership for well, septic, or drain field on the property, Seller(s) will order and pay for all well and septic inspections. Seller(s) to have well water test completed within 7 days of final acceptance of this offer. Well water test to measure levels of: radon, nitrites, arsenic, nitrates, e-coli, and overall potability. Seller(s) shall forward Buyer(s) all inspection and test results within 48 hours of receipt of same. Offer contingent upon Buyer(s) satisfactory review of all test and inspection results.

Note to Buyer(s): Inspections required by FHA, VA, other lenders or municipalities are not made for, nor should they be relied upon as the only source of the property's condition by Buyer(s).

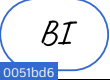
☐ Buyer(s) waive their opportunity to have a professional, private home inspection. Buyer(s) further acknowledges no representations, oral or otherwise except as stated in this Offer to Purchase, have been made by Seller(s) and/or Broker(s) or its agents as to the condition to any aspect of the property.

7. Seller's Disclosure Statement. Baring a valid exemption, Seller(s) acknowledges that they have an obligation per the Seller's Disclosure Act to complete a Seller's Disclosure Statement setting forth certain conditions involving the property. Seller(s) acknowledges that said Statement is true and accurate to the best of the Seller(s)'s knowledge. Buyer(s) acknowledge that said Statement is provided solely by Seller(s) and is not a representation made by Brokers.

8. Home Warranty. Seller(s) and Buyer(s) acknowledge they have been notified of the benefits of having the property covered by a home warranty plan and are aware that a plan may be purchased by either of the parties.

9. Notice of Agency. Seller(s) and Buyer(s) acknowledge that they have received the form, "Disclosure Regarding Real Estate Agency Relationships" explaining the different types of agency relationships. Further, Seller(s) and Buyer(s) acknowledge that they understand that both the Listing Agent and the Buyer's Agent have the duties as agents as set forth in said agency disclosure form.

10. Real Estate Taxes and Sewer/Water. Seller(s) will pay all prior years' real estate taxes and assessment installments due prior to the date of closing. The current year's real estate taxes shall be prorated and adjusted as of the date of closing in accordance with the due date in of the municipality of where the property is located. Prorations will be based on a 365-day basis. Interest, rents, insurance, condominium or HOA association dues or fees shall be prorated and adjusted in a like manner. Seller agrees to pay for all sewer and water usage through the last day of Seller's possession. Title company, acting as escrow agent, shall retain from the amount due Seller(s) at closing, a minimum of five hundred (\$500.00) dollars for sewer/water charges. When the final water bill or reading is received by the title company, all water escrow adjustments shall be made through the day of Seller's possession. Should

	06-22-2022		06-28-2022
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Buyer(s)'s initials	Date	Seller(s)'s initials	Date

Seller fail to obtain a final water meter read, the water escrow shall be released to the Buyer within 60 days after end of Seller's occupancy period.

11. Special Assessments. All special assessments for municipal improvements which have become a lien on the property shall be paid by the Seller, provided however, that in the event a special assessment is payable in installments, current and future installments shall be ☒ allocated between Seller and Buyer using the same method for the proration of real estate taxes stated herein or; ☐ paid in full by Seller at closing.

12. Title Insurance. Seller(s) shall furnish Buyer(s) at the time of closing, a commitment for a policy of title insurance without standard exceptions in the amount of the purchase price. Buyer(s) shall bare expense of mortgage survey, if required. Seller(s) shall provide Buyer(s), or Buyer(s)'s agent, with a copy of said commitment immediately upon receipt.

If an objection to the title is made by the Buyer(s) and/or the Buyer(s)'s attorney, Seller(s) will be notified in writing that they have thirty (30) calendar days to either. (1) make a good faith effort to remedy the title defect(s) or (2) obtain a title commitment insuring over noted defect(s). The Buyer(s) agrees to complete the sale within ten (10) calendar days following delivery of the reissued title commitment. If the Seller(s) is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded to Buyer(s) and this offer shall be declared null and void, unless the Buyer(s) elects to proceed with the sale accepting such title as Seller(s) is able to convey. **Title commitment shall be updated to the date of closing.**

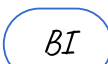
13. Default. If the Buyer(s) defaults, the Seller(s) may, at their option, elect to enforce the terms of this agreement or declare a forfeiture and retain the deposit as liquidated damages. In the event that the deposit is forfeited, the Seller(s) agrees that the Selling Broker shall retain half of the deposit, but not an amount in excess of the full commission, as full payment for services rendered. If the Seller(s) defaults, the Buyer(s) may, at their option, elect to enforce the terms of this agreement or demand a full refund of their deposit declaring this offer null and void. Seller(s) and Buyer(s) agree that Listing and Seller Brokers and their agents shall not be made parties to any legal action taken to enforce or terminate this offer.

14. Disclosure. Seller(s) and Buyer(s) hereby acknowledge notice of the fact that Broker may accept a fee or consideration with regard to the placement of an abstract, loan, or mortgage, life, fire, flood, title home warranty, or other insurance arising from this transaction and expressly consent thereto as required by Michigan Law.

15. City Certification. If the municipality where the property is located, requires an inspection prior to a transfer of ownership of a property or closing of a property, Seller(s) shall pay for necessary inspection(s) and required reports, if any, to obtain the final Certificate of Occupancy. Unless otherwise agreed, Seller(s) understands they will incur any costs for completion of inspections/repairs needed to obtain the final Certificate of Occupancy, prior to closing.

16. Attorney Recommendation. This is a legal and binding document, and both Seller(s) and Buyer(s) acknowledge that they have been advised to consult an attorney to protect their interests in this transaction.

17. Successors. This Offer to Purchase binds Seller, Seller's personal representatives, beneficiaries and heirs, administrators, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.

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_____ Buyer(s)'s initials	_____ Date	_____ Seller(s)'s initials	_____ Date

18. Environmental. Seller(s) represents that, to the best of their knowledge, the property is free from and does not contain any pollution, contamination, or other environmental hazards. Buyer(s) reserves the right to cancel this offer and receive a full refund of their deposit declaring this offer null and void if the property is found to be environmentally defective during the Home Inspection.

19. Walk-through/Closing. Seller(s) and Buyer(s) agree to close on or before 7/29/22 or between _____ and _____. The location of the closing shall be determined by the Selling Broker. The Buyer(s) is entitled to a walk-through within 1 week prior to closing and within 24-48 hours prior to closing.

20. Well and Septic Inspections. Unless otherwise agreed, it will be the Seller(s)'s responsibility to provide any permits or certificates of compliance required by any municipality (city, township, village, or county) for the approval of any well or septic system currently used on the property, prior to closing. Seller(s) understands they will incur any costs for completion of inspections/repairs needed to obtain the final permit/certificate. This shall include contracting those services needed to determine the status of the current system.

21. Appraisal. Should the property not appraise for the purchase price, at Buyer(s)' written option, they may elect to renegotiate this Offer to Purchase or withdraw this offer, declaring it null and void, and receive an immediate full refund of their deposit.

22. Notice to Buyer(s). By execution of this offer, Buyer(s) acknowledges that they have examined the property and are satisfied with the physical condition of structures on the property and is purchasing said real estate in an AS IS CONDITION. Buyer(s) acknowledges that neither the Seller(s) nor the Broker(s) and/or agents make any warranties as to the land and structure being purchased or their condition. Buyer(s) shall verify, at time of inspection, any information pertinent to the Buyer's decision to purchase the property; including the verification of the property's square footage.

It is further understood and agreed that Broker(s) does not warrant the condition of the property. Buyer(s) further agrees to hold Broker(s) and its agents harmless should any defects of the property be discovered following the sale.

23. Special Assessments. Seller(s) represents that they have NOT been made aware of or advised of any new or possible assessments that may be in the discussion stage, formally proposed, or not yet assessed and/or recorded. If Seller(s) does have knowledge and/or documents pertaining to new assessments as stated, they shall provide this information to Buyer(s). Upon receipt, Buyer(s) shall have five (5) calendar days to review such documents. Within those five days to review, Buyer(s) shall notify Seller(s) if they wish to withdraw their offer declaring it null and void or if they wish to proceed according to the agreed upon terms and conditions herein. By proceeding, Buyer(s) accept full responsibility for such new assessments.

24. Closing Costs. Seller shall pay all state and county transfer taxes and costs required to convey clear title. Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs and fees required in connection with the Buyer's loan and issuance of the lender's title insurance policy.

25. Unplatted Lands. Seller(s) represents that this property is not a new land division under the Land Division Act and that Seller(s) owns no other contiguous, unplatted land unless otherwise disclosed in writing. Seller(s) is transferring to Buyer(s) all available divisions, if any, under Section 108 of the Land Division Act but makes no representations as to the number. Buyer(s) has not relied on any information or opinions of the Broker(s) on this matter.

MS | 06-22-2022
f769939 |
Buyer(s)'s initials | Date

BI | 06-28-2022
94359f6 |
Seller(s)'s initials | Date

26. Flood Insurance. Should Flood Insurance be required by Buyer(s)'s lender, at Buyer(s)'s option, they may withdraw this offer, declaring it null and void, and receive a full refund of their deposit. Buyer(s) must notify Seller(s) of their intent to withdraw within 48 hours of notification of the Flood Insurance requirement.

27. Arbitration. Seller(s) and Buyer(s) at this time do not agree to arbitrate any future disputes. Seller(s) and Buyer(s) agree that Listing and Selling Brokers and their agents shall not be made parties to any future arbitration action.

28. Michigan Homestead Exemption. Buyer(s) and Seller(s) are aware that they must rescind the homestead exemption on their present home (when applicable) and file for the exemption on their new home; Seller(s) has not and will NOT rescind the Homestead Exemption prior to closing. If the Homestead Exemption is rescinded prior to closing, then the Seller shall reimburse the Purchaser for the difference between the Homestead rate and the Non-Homestead rate at closing. Broker(s) recommends Buyer(s) and Seller(s) obtain specific information from the assessor in the municipality where the property is located. Buyer(s) and Seller(s) assume all responsibility and liability for filing of affidavits as to homestead exemptions and agree to release and hold Broker(s) harmless from all such liability.

29. Entire Agreement. Seller(s) and Buyer(s) agree that time is of the essence for all time constraints of this offer. This offer supersedes any and all understandings and constitutes the entire agreement between the Seller(s) and Buyer(s). Further, no previously made oral representations or statements shall be considered part of this offer.

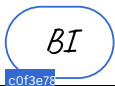
30. Electronic Communication. As an alternative to physical delivery, the parties agree that this agreement, any amendment or modification of this agreement and/or any written notice or communication in connection with this agreement may be delivered to the Seller in care of the Listing Agent and the Buyer in care of the Buyer's Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to the Listing Agent from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Buyer's Agent from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

31. Counterparts. This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

32. Title Company. Buyer(s) shall select the title company that issues the loan/mortgage title insurance policy and conducts the closing. Buyer(s) shall pay closing and recording fees charged by said title company, issuing loan/mortgage title insurance policy, only. Buyer(s) shall identify, and make known to Seller(s), said title company within 5 calendar days from Seller(s)'s acceptance of this Offer to Purchase.

33. Release. Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Offer or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Offer, any Addendums or counteroffers; all claims arising from any purported representations.

34. Foreign Investment in Real Estate Property Tax Act. If the sales price of the property exceeds \$300,000 and the property is residential, the parties to this Agreement are bound by FIRPTA requirements and must complete addendum for (FIRPTA); Seller therefore agrees to execute any FIRPTA affidavit required by Buyer or the title company prior to or at closing.

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_____ Buyer(s)'s initials	_____ Date	_____ Seller(s)'s initials	_____ Date

35. Additional Offers. Upon final acceptance of this Offer, Seller(s) agrees to decline presentation of any other offers. Further, Seller(s) instructs Listing Agent to mark the property Pending in the MLS within 2 calendar days of final acceptance of this offer.

36. Time Limit. Buyer is making this offer valid until _____ or until withdrawn in writing.

37. Additional Conditions. If any:

By execution of this Offer to Purchase, Buyer(s) makes this offer with all terms herein, and the Buyer(s) acknowledges receipt of a copy of this offer.

Deanna DuRussel	Margaret Schmidt	06-22-2022	Margaret Schmidt
Agent	Buyer's Printed Name		Buyer's Signature

Date	Buyer's Printed Name	Buyer's Signature
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Acceptance: Seller(s) accepts this offer and acknowledges receipt of a copy of this offer.

Lori Emma	06-28-2022	City of Livonia	Brandie Isaacson	06-28-2022
Agent		Seller's Printed Name	Seller's Signature	

Date	Seller's Printed Name	Seller's Signature
------	-----------------------	--------------------

Lori Emma	372421
Listing Agent Name	Agent ID number
Remerica Hometown	233609
Listing Agent Office	Broker ID number

The undersigned Buyer hereby acknowledges receipt of a copy of the Seller(s)'s signed acceptance of this Offer to Purchase.

Date	Buyer
MS	06-22-2022
Buyer(s)'s initials	Date
BI	06-28-2022
Seller(s)'s initials	Date



From the Office of Amanda Webb

Pre-Approval Notification

June 21, 2022

Margaret Louise Schmidt

We are pleased to notify you that your application for a mortgage loan has been preapproved under the below conditions.

Loan Type – 30-Year-CONV MSHDA-Fixed

Purchase Price - \$150,000

Loan Amount – \$145,500

The loan amount is based on the current market rate and terms and is subject to change upon the execution of a rate and term Lock-in agreement. The preapproval is valid for 60 days from the date on this notification assuming that there are no changes in your financial status. This pre-approval should not be considered a commitment to lend until the following conditions are met:

- 1) Receipt and approval of a fully executed purchase/builder contract – (N/A on refi transactions)**
- 2) A satisfactory appraisal completed by an approved appraiser**
- 3) An acceptable title insurance binder**
- 4) Proper selection of a mortgage program which falls within the preapproval amount**

In addition to the above standard conditions, your preapproval is subject to the following conditions being met by you before settlement can occur

Employment/Income: Employment and income status remain the same as of the date of the preapproval. Any reduction of income, including overtime, change in position, loss of job or layoff can cause this preapproval to be null and void.

Credit: Credit status must remain the same of the date of the pre-approval. Any change in the credit status such as delinquent payments, increased payments, and/or extension of additional credit can cause pre-approval to be null and void.

Funds to close: At closing, sufficient and verifiable funds are required to satisfy down payment, closing costs, points, prepaids, or any other associated costs without resorting to secondary financing. A reduction in the amount of funds verified as of the date of pre-approval or secondary financing can cause this pre-approval to be null and void,

Lawsuits/Judgments: Undisclosed or pending lawsuits, judgments, liens, or collections can cause this pre-approval to be null and void.

SUCCESS MORTGAGE PARTNERS's obligation to extend you a mortgage loan is conditioned upon your satisfying various pre-conditions including without limitation, those set forth above, as well as other conditions which are customary in a residential loan closing. If you have any questions, feel free to contact our office.

Sincerely,

Amanda Webb

Loan Officer

NMLS # 920227

(734) 377-0740

AWebb@smprate.com

RIDENER APPRAISAL SERVICE, INC.

File No. 220219

APPRAISAL OF

Single Family Dwelling

LOCATED AT:

20222 St Francis St
Livonia, MI 48152

CLIENT:

City of Livonia Community Development
33000 Civic Center Drive
Livonia, MI, 48154

AS OF:

March 15, 2022

BY:

Sherri L. Bourque
Certified Residential Appraiser

RECEIVED
MAR 21 2022
LIVONIA
HOUSING COMMISSION

City of Livonia Community Development
33000 Civic Center Drive
Livonia, MI, 48154

File Number: 220219

In accordance with your request, I have appraised the real property at:

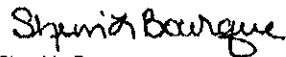
20222 St Francis St
Livonia, MI 48152

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of March 15, 2022 is:

\$150,000
One Hundred Fifty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.



Sherri L. Bourque
Certified Residential Appraiser

Residential Appraisal Report

File No. 220219

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User City of Livonia Community Development E-mail Esims@livonia.gov

Client Address 33000 Civic Center Drive

City Livonia

State MI

Zip 48154

Additional Intended User(s) City of Livonia Community Development (CBDG)

Intended Use Estimate market value for potential sale

Property Address 20222 St Francis St

City Livonia

State MI

Zip 48152

Owner of Public Record City of Livonia

County Wayne

Legal Description Argonne Sub Lot 206

Assessor's Parcel # 46001040206000

Tax Year 2021

R.E. Taxes \$ 0.00

Neighborhood Name Argonne Sub

Map Reference CT 2020

Census Tract 5561.00

Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe)My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Prior Sale/Transfer: Date Price Source(s) Livonia Assr Records

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) The was no previous recorded history for the past 36 months for the subject and the past 12 months for the comparables.

Offerings, options and contracts as of the effective date of the appraisal No offerings, options or contracts as of the effective date of the appraisal.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	☐ Urban ☒ Suburban ☐ Rural		Property Values	☐ Increasing ☒ Stable ☐ Declining		PRICE	AGE	One-Unit	90 %
Built-Up	☒ Over 75% ☐ 25-75% ☐ Under 25%		Demand/Supply	☒ Shortage ☐ In Balance ☐ Over Supply		\$(000)	(yrs)	2-4 Unit	%
Growth	☐ Rapid ☒ Stable ☐ Slow		Marketing Time	☒ Under 3 mths ☐ 3-6 mths ☐ Over 6 mths		120 Low	50	Multi-Family	%
Neighborhood Boundaries See Attached Addendum						170 High	75	Commercial	10 %
						140 Pred.	65	Other	%

Neighborhood Description See Attached Addendum

Market Conditions (including support for the above conclusions) See Attached Addendum

Dimensions 40 X 137

Area 5480 Sq.Ft.

Shape Rectangular

View N,Res;

Specific Zoning Classification N1

Zoning Description Neighborhood

Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe.

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	☒		Water	☒	Street Asphalt	☒	
Gas	☒		Sanitary Sewer	☒	Alley None		

Site Comments See Attached Addendum

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials		INTERIOR materials	
Units	☒ One ☐ One w/ Acc. unit ☐	☒ Concrete Slab ☐ Crawl Space		Foundation Walls	Concrete/Avg.	Floors	Vinyl/Lmnt/Avg.
# of Stories	1	☐ Full Basement ☐ Partial Basement		Exterior Walls	BV/Vinyl/Avg.	Walls	Drywall/Avg.
Type	☒ Det. ☐ Alt. ☐ S-Det /End Unit	Basement Area	0 sq. ft.	Roof Surface	Asphlt Shngle/Avg	Trim/Finish	Wood/Pntd/Avg.
☒ Existing ☐ Proposed ☐ Under Const.		Basement Finish	0 %	Gutters & Downspouts	Aluminum/Avg.	Bath Floor	Ceramic/Avg.
Design (Style)	Ranch	☐ Outside Entry/Exit ☐ Sump Pump		Window Type	D.Hung/Avg.	Bath Wainscot	Laminate/Avg.
Year Built	1959			Storm Sash/Insulated	Thermo/Wd/Avg.	Car Storage	☐ None
Effective Age (Yrs)	20			Screens	Aluminum/Avg.	☒ Driveway # of Cars	2
Attic	☐ None	Heating	☒ FWA ☐ HW ☐ Radiant	Amenities	☐ Wood Stove(s) #0	Driveway Surface	Concrete
☐ Drop Stair ☐ Stairs		☐ Other	Fuel Gas	Fireplace(s) #	0 ☒ Fence Chn Link	☒ Garage # of Cars	2
☐ Floor ☒ Scuttle		Cooling	☒ Central Air Conditioning	Patio/Deck	None ☒ Porch Concrete	Carport	# of Cars 0
☐ Finished ☐ Heated		☐ Individual ☐ Other		Pool	None ☐ Other None	All	☒ Det. ☐ Built-in
Appliances	☒ Refrigerator ☒ Range/Oven ☐ Dishwasher ☒ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)						

Finished area above grade contains: 5 Rooms 2 Bedrooms 1.0 Bath(s) 1,014 Square Feet of Gross Living Area Above Grade

Additional Features The subject is a two bedroom, brick front and vinyl sided ranch with two car detached garage. Updates include but are not limited to the following: kitchen, bath, flooring, interior paint. Timeframe for the updates unknown.

Comments on the Improvements Percentage of physical depreciation is rounded upwards to the nearest whole percentage and is based on the age-life method of depreciation. No repairs or external depreciation was noted at the time of inspection. This appraiser makes no guarantee or warranties, express or implied, regarding the condition of the mechanicals and structural condition of the subject property. It is assumed that they are in sound and working condition. The subject is vacant. All utilities were on at the time of the inspection. The subject suffers from functional obsolescence created by it's two bedroom floor plan in a three bedroom or greater neighborhood. This warrants an adjustment in the sale comparison approach to value when comparing to a three bedroom.

Residential Appraisal Report

File No. 220219

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
20222 St Francis St Address Livonia, MI 48152		19231 Rensellor St Livonia, MI 48152		20215 Deering St Livonia, MI 48152		20159 Deering St Livonia, MI 48152	
Proximity to Subject		0.66 miles SE		0.09 miles NW		0.10 miles SW	
Sale Price	\$	\$ 130,000		\$ 160,000		\$ 166,000	
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 155.88 sq. ft.		\$ 157.79 sq. ft.		\$ 186.94 sq. ft.	
Data Source(s)		RCMLS#2210073982;DOM 60		RCMLS#2210055213;DOM 46		RCMLS#2210076198;DOM 10	
Verification Source(s)		Livonia Assr Records		Livonia Assr Records		Livonia Assr Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sale or Financing		ArmLth		ArmLth		ArmLth	
Concessions		Cash;0		FHA;5000	-5,000	FHA;0	
Date of Sale/Time		s01/22;c12/21		s09/21;c08/21		s10/21;c09/21	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	5480 Sq.Ft.	5227 sf	0	5663 sf	0	5663 sf	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	Ranch	Ranch	0	Ranch	0	Ranch	
Quality of Construction	Vinyl/Avg.	Vinyl/Avg.		Vinyl/Avg.		Vinyl/Avg.	
Actual Age	63	70	0	63	0	65	
Condition	Updated	Not Updated	10,000	Updated		Updated	
Above Grade	Total Bkms Bkths	Total Bkms Bkths		Total Bkms Bkths		Total Bkms Bkths	
Room Count	4 2 1.0	4 2 1.0	0	5 3 1.0	0	5 3 1.0	0
Gross Living Area	1,014 sq. ft.	834 sq. ft.	5,400	1,014 sq. ft.	0	888 sq. ft.	3,800
Basement & Finished Rooms Below Grade	No Basement	No Basement		No Basement		No Basement	
Functional Utility	2 Bed/Avg.	2 Bed/Avg.		3 Bed/Sup.	-5,000	3 Bed/Sup.	-5,000
Heating/Cooling	FWA/Gas/CA	FWA/Gas	1,500	FWA/Gas/CA	0	FWA/Gas/CA	
Energy Efficient Items	None	None		None		None	
Garage/Carport	2 Car Garage	2 Car Garage		2 Car Garage		1 Car Garage	2,000
Porch/Patio/Deck	Porch	Porch	0	Porch/Deck	-500	Porch/Patio	-500
Fireplace	No Fireplace	No Fireplace		No Fireplace		No Fireplace	
Standard	Fence	Fence	0	Fence		Fence	
Net Adjustment (Total)		[X] + [] -	\$ 16,900	[] + [X] -	\$ 10,500	[X] + [] -	\$ 300
Adjusted Sale Price of Comparables		Net Adj. 13.0%		Net Adj. -6.6%		Net Adj. 0.2%	
		Gross Adj. 13.0%	\$ 146,900	Gross Adj. 6.6%	\$ 149,500	Gross Adj. 6.8%	\$ 166,300
Summary of Sales Comparison Approach See Attached Addendum							
COST APPROACH TO VALUE							
Site Value Comments Not developed							
ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW							
Source of cost data Dwelling 1,014 Sq. Ft. @ \$ = \$ 0							
Quality rating from cost service Effective date of cost data Bsmt: 1036 Sq.Ft. Sq. Ft. @ \$ = \$ 0							
Comments on Cost Approach (gross living area calculations, depreciation, etc.)							
Garage/Carport 400 Sq. Ft. @ \$ = \$ 0							
Total Estimate of Cost-New = \$ 0							
Less 65 Physical Functional External = \$ (0)							
Depreciation \$0 = \$ (0)							
Depreciated Cost of Improvements = \$ 0							
"As-is" Value of Site Improvements = \$							
INDICATED VALUE BY COST APPROACH = \$ 0							
INCOME APPROACH TO VALUE							
Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ 0 Indicated Value by Income Approach							
Summary of Income Approach (including support for market rent and GRM) Subject is located in a predominately owner occupied market area, therefore the income approach is not a consideration to determine value in this report.							
Indicated Value by: Sales Comparison Approach \$ 150,000 Cost Approach (if developed) \$ 0 Income Approach (if developed) \$ 0							
Greatest weight is giving to the sales comparison approach. The cost approach was not developed and is not required by Fannie Mae and income approach was excluded based on market area being predominately owner occupied.							
This appraisal is made ☒ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed ☐ subject to the following:							
See Attached Addendum							
Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 150,000 as of 03/15/2022, which is the effective date of this appraisal.							

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. The ACI General Purpose Appraisal Report (GPAPTM) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: ☒ Market Value ☐ Other Value: _____

Source of Definition: _____

ADDRESS OF THE PROPERTY APPRAISED:

20222 St Francis St

Livonia, MI

EFFECTIVE DATE OF THE APPRAISAL: 03/15/2022

APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 150,000

APPRAISER

SUPERVISORY APPRAISER

Signature: Sherri L. Bourque

Name: Sherri L. Bourque

State Certification # 1204005188

or License # _____

or Other (describe): _____ State #: _____

State: MI

Expiration Date of Certification or License: 07/31/2023

Date of Signature and Report: 03/20/2022

Date of Property Viewing: 3/15/2022

Degree of property viewing:

☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

Signature: _____

Name: _____

State Certification # _____

or License # _____

State: _____

Expiration Date of Certification or License: _____

Date of Signature: _____

Date of Property Viewing: _____

Degree of property viewing:

☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

ADDENDUM

Client: City of Livonia Community Development

File No.: 220219

Property Address: 20222 St Francis St

Case No.:

City: Livonia

State: MI

Zip: 48152

Neighborhood Boundaries

The subject is located North of Seven Mile Road, South of Eight Mile Avenue, East of Middlebelt Road and West of Inkster Road. The single family dwellings consist primarily of one and two story detached dwellings mixed in style and construction quality. Commercial property is located along main thoroughfares and only effects properties that abut to it. The subject is serviced by the Clarenceville Public School System.

Neighborhood Description

The subject's neighborhood is overall in moderate proximity to local employment centers and recreational amenities with predominate employment centers located within a reasonable commute by auto or mass transit. Interest rates are being lowered in an effort to curb inflation.

Neighborhood Market Conditions

Interest rates are still expected to remain relatively low through 2022. The Federal Reserve announced at the December 2021 FOMC meeting the a projected increase of 0.9 in the federal funds rate for 2022 and a continued increase through 2024. FHA, VA, and Land Contract sales are acceptable alternative forms of financing.

Due to the increasing acceptance of appraisal waivers by tenders, it has become evident that in many instances, the market valuation is being inflated with the higher sales not requiring an appraisal or being subjected to the appraisal process. Often, when confirmed by the agent, the higher prices sales that can not be supported by the market have opted to use an appraisal waiver. This is supported often by similar sales in a market area and one sale being substantially priced above the market and not supported.

Site Comments

This lot is typical for the area in terms of size and appeal. There are no adverse apparent adverse easements, encroachments or conditions. This lot is suitable for the improvements.

This appraiser did not investigate specific zoning ordinances and is not qualified to determine zoning violations and setbacks.

No adverse environmental condition were noted from a visual inspection of the property and surrounding area or from common public record.

Comments on Sales Comparison

Comparable sales were selected based on similarity to subject based on location, square footage, functional utility and condition. All comparable sales are with the subject's competing market area. After appropriate and necessary adjustments, the comparable sales selected indicated a range and a mid-range value for the subject. The comparable sales reported in this appraisal are deemed the most appropriate in estimating the fair market value for the subject. Paired analysis, market reaction and experience are used to determine adjustment amounts. Realcomp MLS was the primary source for obtaining sale and listing data. Adjustment values of zero in the sales comparison grid indicated that the appraiser considered an adjustment, however after consideration, determined the difference to be so minimal that it is not recognized by the market. Therefore, no adjustment was made.

Primary consideration is given to comparable #1 due to it's recent sale date and similar two bedroom floor plan. Support is also given to the remaining sales. An opinion of value is an opinion of market value, based upon comparable sales and a weighting of comparable sales. Appraisals are not the average of the comparable sales used. Some comparable sales are more comparable to the subject property than others. The subject and all sales are serviced by the Clarenceville Public School District.

The subject and comparable #1 suffer from functional obsolescence created by it's two bedroom floor plan in a three bedroom or greater neighborhood. This warrants an adjustment in the sale comparison approach to value when comparing to a three bedroom.

No adjustment is warranted for age differences for the subject and the comparables +/- 10 years. No adjustment is warranted for the site size differences, the size difference is negligible. The market does not recognize the minimal difference. No adjustment was made for energy efficient items as it is difficult to verify these items in the MLS comments as they are not always listed. Comparable #1 was adjusted for it's dated interior.

FHA, VA, and Cash sales are acceptable forms of financing in the subject's market area, no adverse effect is noted. Seller concessions are not uncommon and in the market area. The adjustment reflects the markets reaction to the concession. Comparables are adjusted accordingly. Settlement assistance is similar to "loan discount points paid by the seller" as it is a sum-certain amount generally agreed upon during contract negotiations. It is reasonable to conclude that payment of this type concession or lack thereof would have been a deciding factor and most likely impacted the price the seller was willing to accept. As such, the impact of said concession may be at least equal to the actual dollar amount of the concession. Adjustments must reflect the difference between what the comparables actually sold for with the sales or financing concessions and what they would have sold for without the concessions. The market will not pay for concessions, the market's reaction is a dollar-dollar adjustment for concessions. FNMA states that concessions can actually artificially inflate the market values.

Conditions of Appraisal

EXPOSURE TIME: estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The opinion of the time period for reasonable exposure is not intended to be a prediction of a date of sale or a one line statement. Instead, it is an integral part of the analyses conducted during the appraisal assignment. The opinion may be

ADDENDUM

Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152

expressed as a range. USPAP 2021-2022 Edition The Appraisal Foundation

Samantha Bourque, a State of Michigan Licensed Limited Real Estate Appraiser #1201075897, participated in this report.

The purpose of their appraisal is to estimate market value of the subject property for non federally related mortgage purposes.

Appraisers are required to be licensed in the State of Michigan and are regulated by the Department of Licensing and Regulatory Affairs. PO Box 30018, Lansing, Michigan, 48909.

The electronic signatures currently being utilized were established by our software provider (ACI/Polaroid Digital Solutions) These signatures are generated through the computer/computer software.

This appraisal is not a home or environmental inspection and the appraiser is not acting as a home or environmental inspector when preparing this report. The borrower has the right to have the home inspected by a professional home or environmental inspector.

When completing the appraisal, a visual inspection was done in accordance with FNMA guidelines. The inspection is not technically exhaustive. The inspection does not offer warranties or guarantees of any kind. The appraiser provides an opinion of value. This appraisal does not guarantee that the property is free of defects or environmental problems.

SCOPE OF APPRAISAL: The scope of the discussion in this report is specific to the needs of the client and to the intended use of this report. The report was prepared for the sole and exclusive use of the client and its use or reliance on by anyone other than the client is prohibited. The appraiser is not responsible for unauthorized use of the report. If you are not the client listed above, you are a 'third party' to the report and are warned not to rely on this report in anyway. It's quite possible that misinterpretation of the information contained may occur. No one, client or third party, should rely on this report to disclose the condition of the property or the presence/absence of any defects. This is an appraisal report, not a home inspection report.

This report should be read in it's entirety, including all attachments and addendums. Special attention should be given to the certification and limiting conditions.

This report has been prepared for the mortgage lending purposes only. Any other use is strictly prohibited without the express written consent of the appraiser.

SCOPE OF WORK

To develop the opinion of value shown on the report, the appraiser(s) performed a complete appraisal process as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). This means that no departures from Standards Rule 1 were invoked.

In conducting the appraisal assignment, the appraiser first collected preliminary public record information, and made an initial search of available market sales, trends, and influences using local MLS data. A physical viewing of the subject property was made in accordance with the information requirements of the URAR format. General research on comparable properties in the subject and competing neighborhoods was performed. Comparable sales selection was refined to the most similar and recent sale properties subject to the conditions of appraisal. A residential market analysis using standard residential appraisal methods and techniques was completed. The value indications from the comparable sale properties were reconciled into a final value estimate. The land value estimate is limited to a review of real market assessed land value, land sales in the neighborhood, and abstraction of land values from improved sales in the neighborhood.

The purpose of the final value reconciliation is to develop a rational, defensible conclusion of the most probable market value for the subject property subject to the assumptions and conditions specified for this assignment.

Any other visits or work performed will be deemed outside the scope of the original assignment and a fee will be charged.

The appraisal fee charged contemplates only th report and does not contemplate court appearances or testimony, any court appearances require a fee to be paid from the office to court and return to the office. The fee is billed at \$200.00 per hour, with a six hour minimum, payable 10 days in advance before the date of testimony or deposition. Any additional information will be billed at the same rate. Any additional inspections of the subject property will be billed at the rate of \$100 per inspection. There is a 72 hour notice for cancellation or a cancellation fee will be charged.

LIMITING CONDITIONS AND ASSUMPTIONS:

The estimate of market value is effective as of the date of the initial inspection of the subject property, which is noted on the appraisal report. This is not a prospective determination of market value and this appraiser makes no estimates of market value for any date other than that specified in the report. Conditions or events outside the scope of work statement, assumptions and conditions under which this estimate of market value is determined could alter this appraiser's opinion of market value and render this report void.

The appraiser is not an expert in matters of contracting, estimating, pest control, mold, structural engineering, hazardous waste, survey, condemnation, title matters or any profession other than real property appraisal. This appraiser shall not be held responsible for issues arising out of areas beyond his expertise. It is assumed that all permits for construction, modification and/or changes, were obtained. Any representation regarding square footage is an approximation and the appraiser does not guarantee accuracy. The appraiser will not be liable for any representation of square footage. The inspection is not technically exhaustive. The inspection does not offer warranties or guarantees of any kind. The appraiser provides an opinion of value subject to the conditions and assumptions of the assignment. When performing the inspection of this property, the appraiser visually observed areas that were accessible. The appraiser is not required to disturb or move anything that obstructs access or visibility.

ADDENDUM

Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152

Information used as supporting data is assumed to be reliable. This appraiser will not be held liable for representation of properties provided by any third party.

The report was prepared for the sole and exclusive use of the client and its use or reliance on by anyone other than the client is prohibited. The appraiser is not responsible for unauthorized use of the report. It's quite possible that misinterpretation of the information contained may occur. No one, client or third party, should rely on this report to disclose the condition of the property or the presence/absence of any defects. This is an appraisal report, not a home inspection report.

COPYRIGHT NOTICE:
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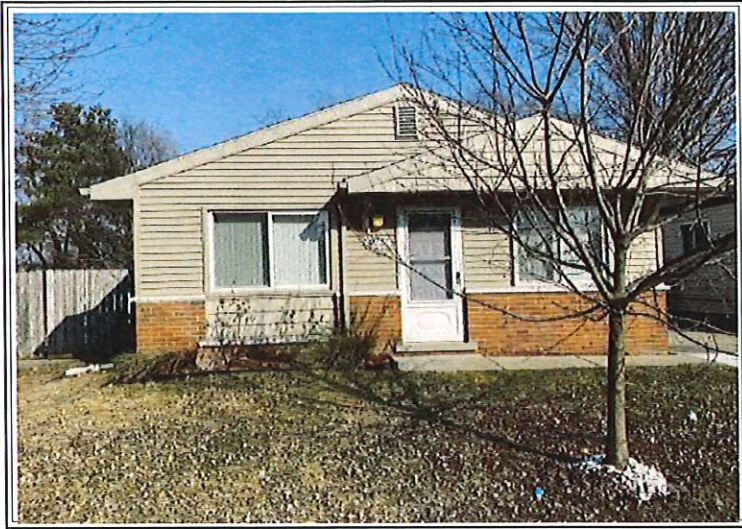
Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152

GROSS BUILDING AREA (GBA)		<u>1,014</u>	
GROSS LIVING AREA (GLA)		<u>1,014</u>	
Area(s)	Area	% of GLA	% of GBA
Living	<u>1,014</u>		<u>100.00</u>
Level 1	<u>1,014</u>	<u>100.00</u>	<u>100.00</u>
Level 2	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Level 3	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Other	<u>24</u>	<u>2.37</u>	<u>2.37</u>
GBA			
Basement ☐	<u>0</u>		<u> </u>
Garage ☐	<u>400</u>		<u> </u>
Other ☐	<u>24</u>		<u> </u>

Area Measurements						Area Type						
Measurements		Factor		Total		Level 1	Level 2	Level 3	Other	Bsmt.	Garage	
<u>20.00</u>	x	<u>20.00</u>	x	<u>1.00</u>	=	<u>400.00</u>	☐	☐	☐	☐	☐	☒
<u>39.00</u>	x	<u>26.00</u>	x	<u>1.00</u>	=	<u>1,014.00</u>	☒	☐	☐	☐	☐	☐
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SUBJECT PROPERTY PHOTO ADDENDUM

Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152

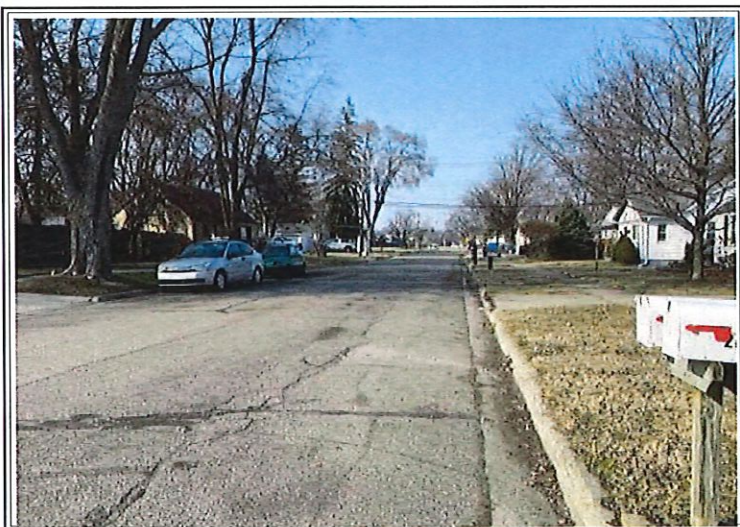


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: March 15, 2022
Appraised Value: \$ 150,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152



COMPARABLE SALE #1

19231 Rensellor St
Livonia, MI 48152
Sale Date: s01/22;c12/21
Sale Price: \$ 130,000



COMPARABLE SALE #2

20215 Deering St
Livonia, MI 48152
Sale Date: s09/21;c08/21
Sale Price: \$ 160,000



COMPARABLE SALE #3

20159 Deering St
Livonia, MI 48152
Sale Date: s10/21;c09/21
Sale Price: \$ 166,000

Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152



KITCHEN 1 OF 2



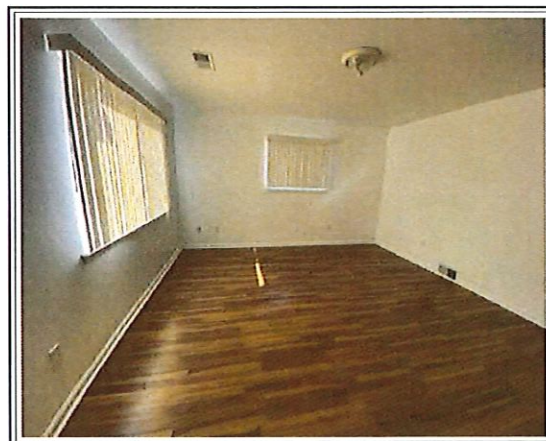
BATHROOM



BEDROOM



BEDROOM



LIVING ROOM



LAUNDRY/UTILITIES

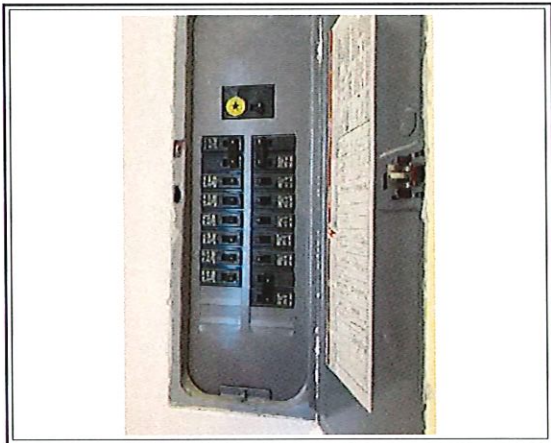
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Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152



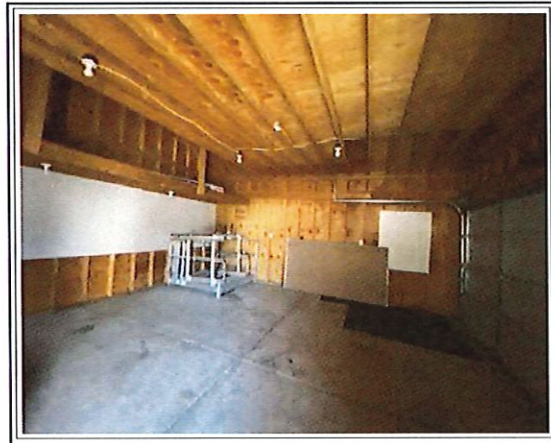
FURNACE



WATER HEATER



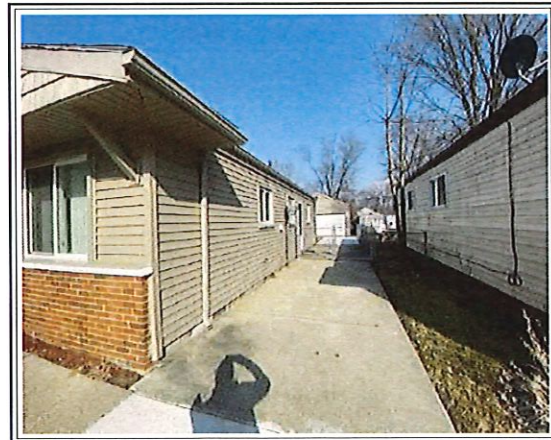
ELECTRICAL PANEL



GARAGE

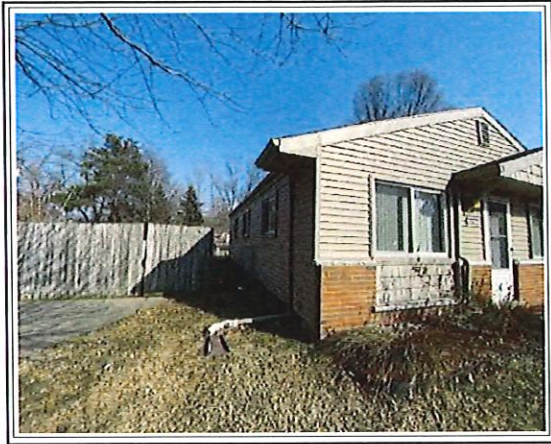


GARAGE



SIDE VIEW

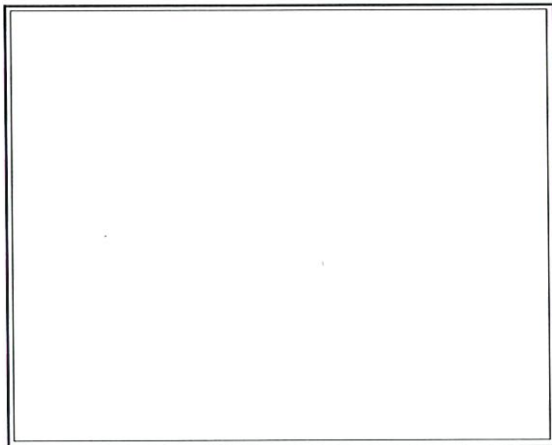
Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152



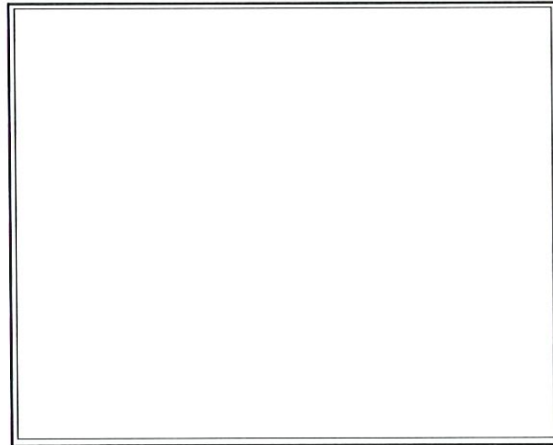
SIDE VIEW



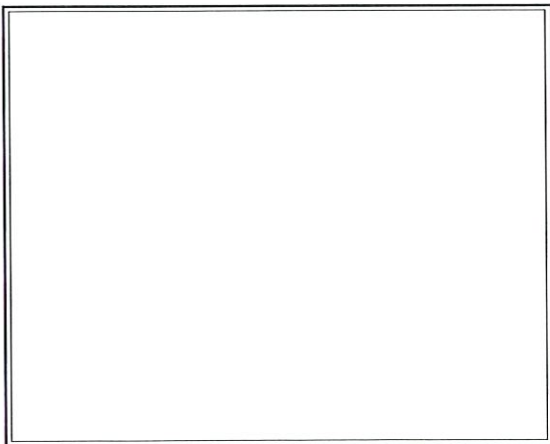
STREET SCENE



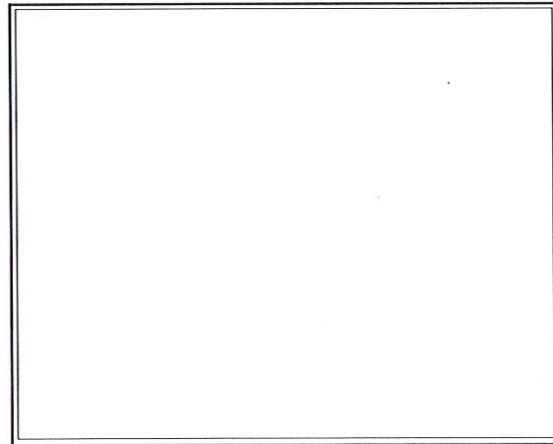
BEDROOM



BEDROOM



BEDROOM

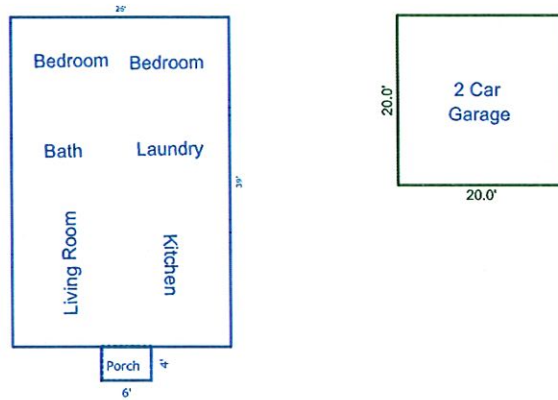


BEDROOM

FLOORPLAN SKETCH

Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152

First Level



Sketch by Apex Sketch v5 Standard™

Comments:

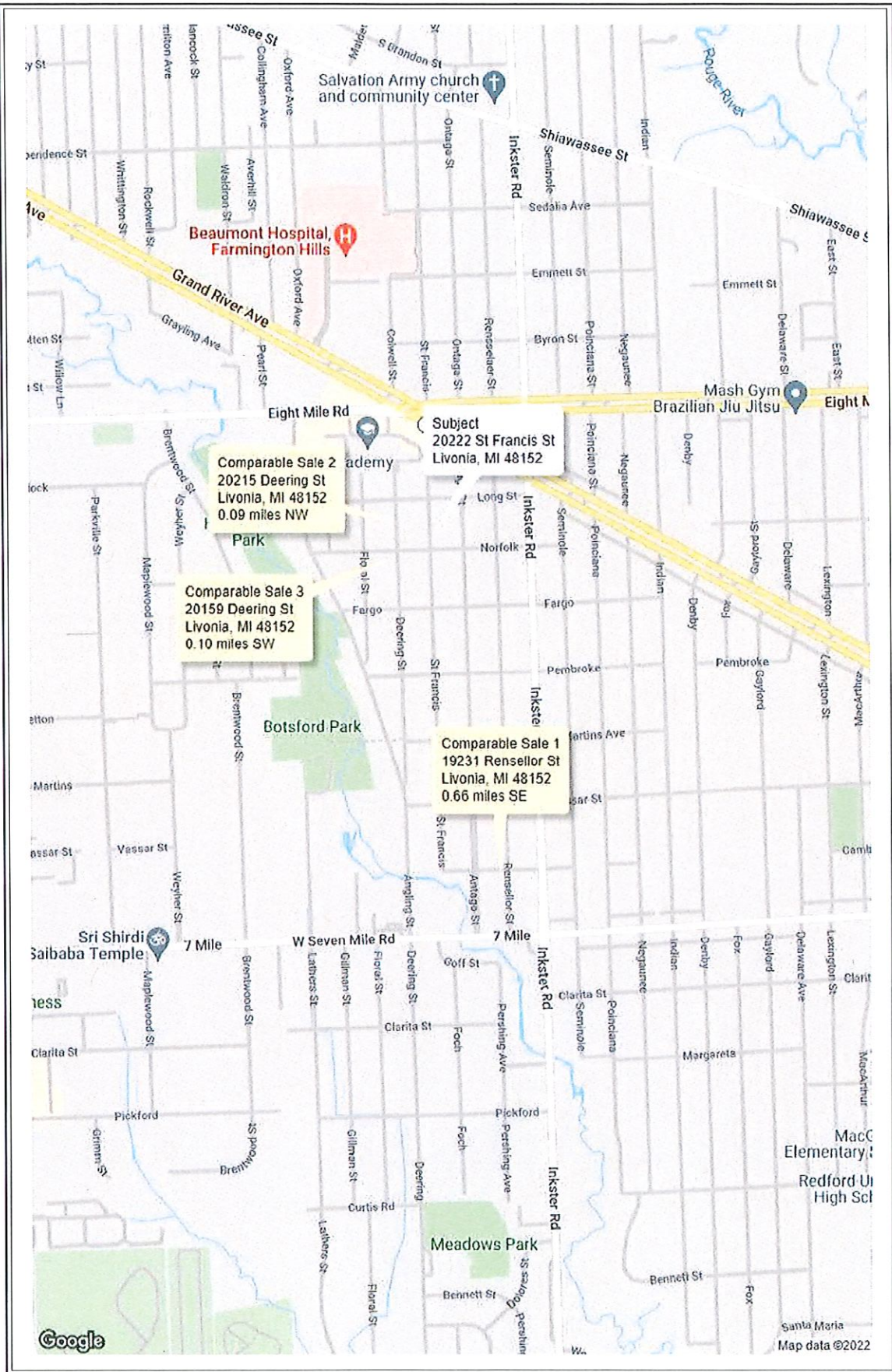
AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1014.00	1014.00
GAR	Garage	400.00	400.00
P/P	Porch	24.00	24.00
Net LIVABLE Area		(rounded)	1014

LIVING AREA BREAKDOWN		
Breakdown	Subtotals	
First Floor	26.0 x 39.0	1014.00
1 Item	(rounded)	1014

LOCATION MAP

Client: City of Livonia Community Development
 Property Address: 20222 St Francis St
 City: Livonia

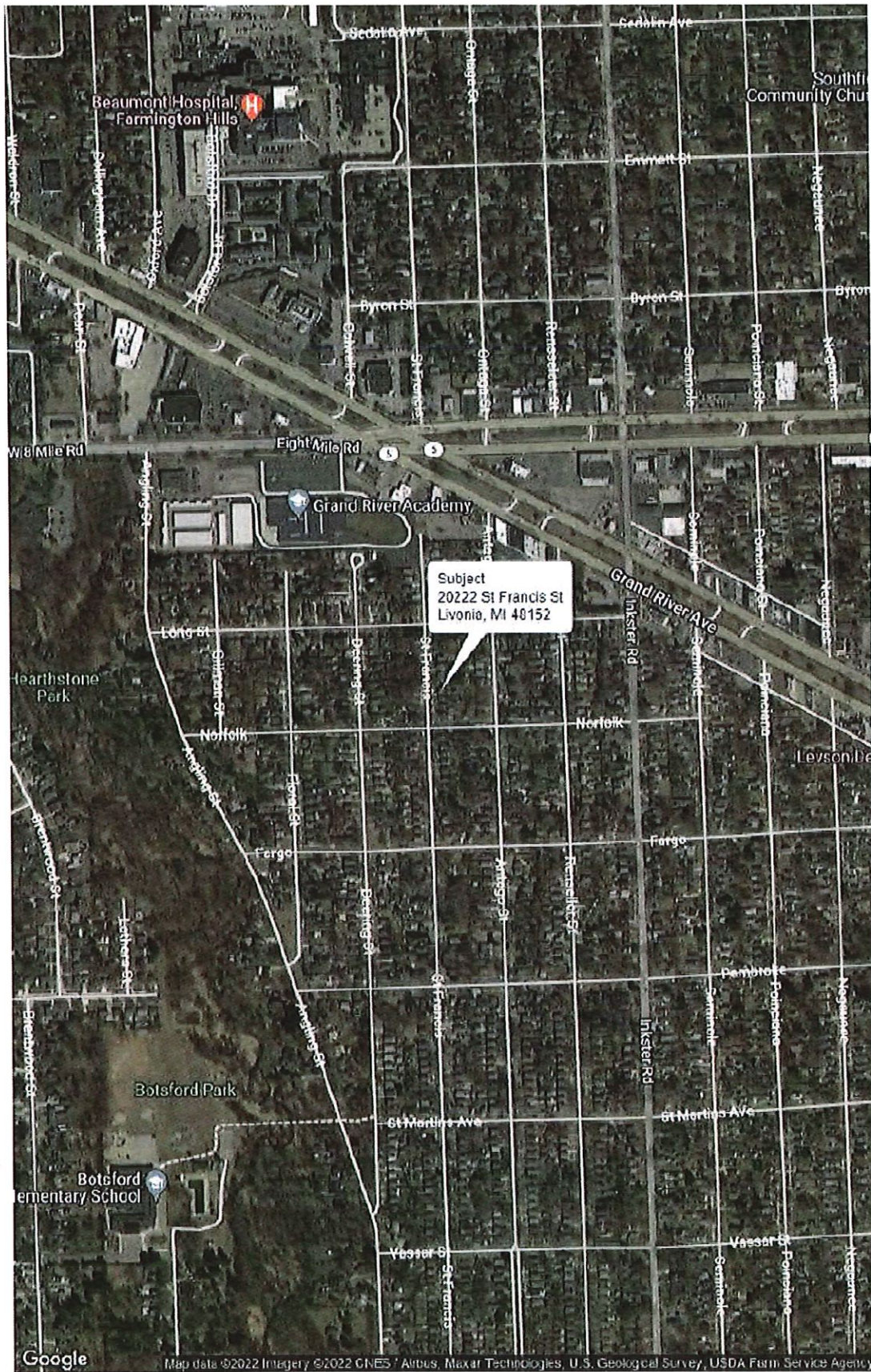
File No.: 220219
 Case No.:
 State: MI Zip: 48152



AERIAL MAP

Client: City of Livonia Community Development
 Property Address: 20222 St Francis St
 City: Livonia

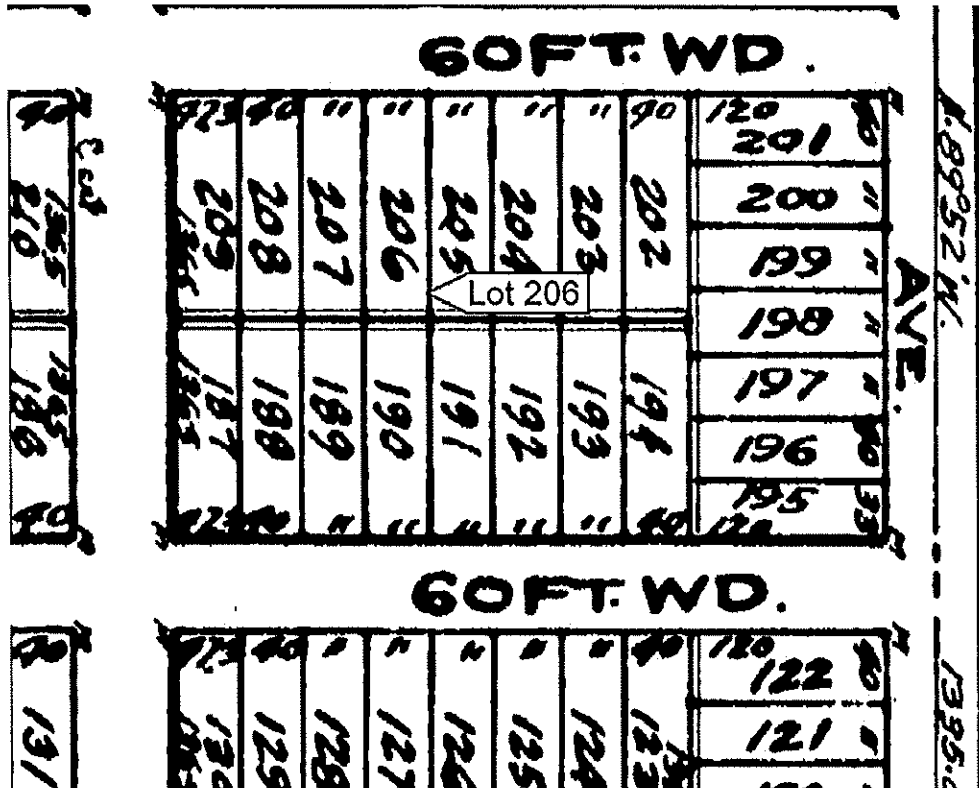
File No.: 220219
 Case No.:
 State: MI Zip: 48152



PLAT MAP

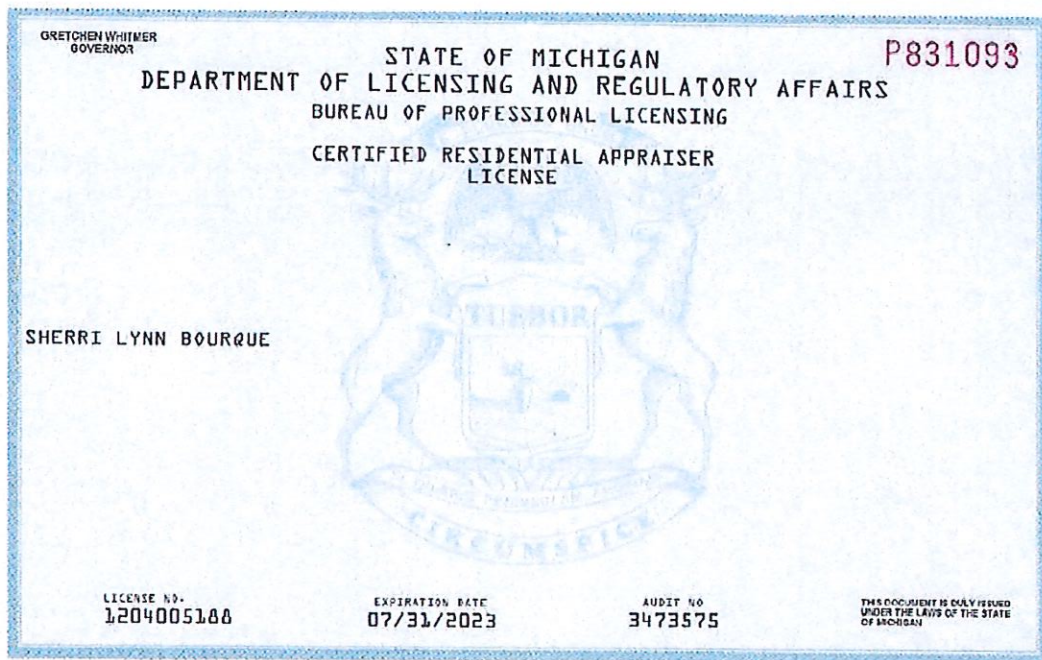
Client: City of Livonia Community Development
 Property Address: 20222 St Francis St
 City: Livonia

File No.: 220219
 Case No.:
 State: MI Zip: 48152



License

Client: City of Livonia Community Development	File No.: 220219
Property Address: 20222 St Francis St	Case No.:
City: Livonia	State: MI Zip: 48152



USPAP ADDENDUM

File No. 220219

Borrower: N/A
 Property Address: 20222 St Francis St
 City: Livonia County: Wayne State: MI Zip Code: 48152
 Lender/Client: City of Livonia Community Development

APPRAISAL AND REPORT IDENTIFICATION

This appraisal report is one of the following types:

- ☒ Appraisal Report
☐ Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
 This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b).
 The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

- ☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

- ☒ I have NOT made a personal inspection of the property that is the subject of this report.
- ☐ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

Samantha Bourque, a State of Michigan Licensed Limited Real Estate Appraiser #1201075897, participated in this report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- ☒ A reasonable marketing time for the subject property is 5-30 day(s) utilizing market conditions pertinent to the appraisal assignment.
- ☒ A reasonable exposure time for the subject property is 5-30 day(s).

APPRAISER:

Signature: Sherri L. Bourque
 Name: Sherri L. Bourque
 Date Signed: 03/20/2022
 State Certification #: 1204005188
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: MI
 Expiration Date of Certification or License: 07/31/2023
 Effective Date of Appraisal: 03/15/2022

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____
 Supervisory Appraiser inspection of Subject Property:
☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior

The Housing Commission reviewed the purchase agreement received from Silver House Services on behalf Margaret Schmidt and Bryan Collinash to purchase the City Owned Single Family property located at 20222 St. Francis, Livonia, MI. 48152. The three-bedroom home was acquired from private homeowner Irene Chester in 2003 and federal Community Development Block Grant program income and grants have been utilized for maintenance and renovations. The LHC has determined that the revenues received to fund the scattered site programs no longer is sufficient to support the expenses to maintain the program. As a result, the LHC has made the decision to sell the scattered site homes to low and moderate income individuals and families. This activity supports the goal of maintaining affordable housing in Livonia. The home was appraised for \$150,000.00. This property was listed on the MLS#: 20221000351 by Remerica Hometown. Several offers were received and reviewed for income eligibility. The offer from a single woman, Margaret Schmidt, for \$150,500.00 was accepted. Ms. Schmidt is a current renter living in Northville and would like the opportunity to relocate to Livonia. One of the goals of the Housing Department is to increase housing affordability and stability. Approving this sale would not only achieve these goals. It would also provide Ms. Schmidt with an opportunity to move out of rental housing and into homeownership. Margaret Schmidt is income qualified pursuant to federal income guidelines and was approved for a 30-year Fixed Conventional MSHDA approved mortgage. The Commission reviewed the property description, appraisal, and purchase offer and:

Resolved #20-22

“that after having reviewed and discussed the purchase agreement presented by Margaret Schmidt for the scattered site property located at 20222 St. Francis, Livonia, MI. 48152 and after having reviewed a real estate appraisal which established a value of \$150,000.00, the Housing Commission hereby approves the purchase agreement submitted Silver House Services on behalf of Margaret Schmidt in the amount of \$150,500.00. Once approved by the LHC, this resolution and proposal shall be submitted to the Livonia City Council for their review and approval.”

Motion By:

Seconded By:

Roll Call:	Ayes	Nays	Absent
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LIVONIA HOUSING COMMISSION

MINUTES

April 16, 2022

Silver Village Community Room

33780 Lyndon, Livonia MI 48154

The meeting was called to order at 6:08 p.m. by President Dale Moser. Those present were President Dale Moser, Vice President Carl Deal, Commissioner Kreuzza Gjezi, Commissioner Brian Scott, and Commissioner Eleanor Malone. Also present were Executive Director Brandie Isaacson and Housing Specialist Kate Whiting

The Board of Commissioners reviewed the agenda for the regular meeting. Isaacson requested to remove Item #15, Revised Background Check Policy and to update the resolution numbers for the remaining agenda items accordingly. After having reviewed the agenda as presented, Commissioner Kreuzza Gjezi offered a motion to approve the agenda with the deletion of Item #15, which was seconded by Commissioner Brian Scott and upon the vote the motion carried.

There were no residents present during the Public Comment Period. President Moser proposed meeting biannually with residents in the future, so that there is sufficient opportunity for residents to voice their questions and concerns.

The Housing Commission reviewed the minutes of the March 16, 2022 regular meeting. After having reviewed the minutes Commissioner Eleanor Malone offered a motion to approve the minutes as presented which was seconded by Commissioner Brian Scott and upon the vote the motion carried.

The Board reviewed the Public Housing and Housing Choice Voucher Financial Statements for ending March 31, 2022, and the Silver Village, Newburgh Village, Community Development, and Community Transportation Budget Performance Reports ending for March 31, 2022. Commissioner Eleanor Malone made a motion to receive and file, which was seconded by Commissioner Kreuzza Gjezi.

The Housing Commission reviewed and discussed occupancy reports for the period ending March 31, 2022.

The Board reviewed the rent collection reports for Period Ending March 31, 2022.

The Board reviewed and discussed Housing Choice Voucher Leasing, Housing Assistance Payments and Administrative Fees Report for the Period Ending March 31, 2022.

The Executive Directors report consisted of the following items:

- Covid Updates
- Transportation – Potential for Lifting Mask Mandate/Needs Analysis for RTA
- Mental Health Programming

- Silver Village Roof
- Newburgh Village HVAC – HOME Grant

The Housing Commission reviewed and discussed the Public Housing Mitigation Plan which identifies opportunities to increase revenue and decrease expenses. Director Isaacson has submitted the Mitigation Plan, however it has not yet been accepted by HUD. Commissioner Deal offered the suggestion that when the LHC begins to receive rental payments from T-Mobile, that this revenue be placed into a separate line item for future projects.

The Board of Commissioners reviewed the request for proposals and criteria for a new five-year laundry contract which expired at the end of March. The Commission received three proposals which were analyzed as to financial benefits, reliability, maintenance, and new equipment to be installed. The Commission discussed the cost per load of \$1.50 and expressed concern over the potential impact the .25 cent increase could result on the McNamara Tower's residents. Isaacson explained that it has been several years since there had been a cost per load increase and that with in rising expense of utilities, it should be considered. The Board looked at the calculations on the proposed fees and determined that the cost per load increase shall not exceed \$1.50. Furthermore, the Commission requested that the cost per load shall remain at \$1.50 for the term of the 5-year contract. Isaacson stated that the LHC shall reserve the right to increase the cost per load in the future and that it shall be reviewed annually. The Board received a recommendation from the Executive Director and the Board:

Resolved (#08-22)

“that having reviewed and discussed the request for proposals for a new five-year contract for McNamara Towers coin/card operated laundry services effective April 2, 2022, and after having discussed the specifications and ranking criteria of the proposals the Housing Commission hereby approves the proposal submitted by: Wash Inc. as the low proposal meeting specifications as to new equipment and shall set the cost per load at the minimum rate of \$1.50. The cost per load shall remain in effect unless revised by the Livonia Housing Commission.

Company	Term	# of Machine	Terms	Cost per load
Wash	5 years	14 new machines Will include Hot Spots for WiFi access	NO (pmpd) – LHC received 62% of collections	\$1.50-\$2.00 negotiable, Gradual increase .25 per year. Current CPL is \$1.25
CSC Services	5 years	14 new machines	LHC pays admin fee 9.75% from collections – then receives 60% of collection balance	\$2.00

Lakeside	5 years	15 existing machines	LHC pays \$1.00 (pmpd) – then receives 90% only if pmpd is max. \$5,110 per year)	\$2.00
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The Executive Director is hereby authorized to execute a five-year contract with Wash Inc. effective April 1, 2022 as specified above. The revenue generated through this contract shall be allocated to the Public Housing Program.”

Motion By: Kreuza Gjezi

Seconded By: Carl Deal

Roll Call:	Ayes	Nays	Absent
	Dale Moser		
	Carl Deal		
	Brian Scott		
	Kreuza Gjezi		
	Eleanor Malone		

The Board reviewed an appraisal to sell a CDBG three-bedroom home located at 11910 Cardwell, 48150. The appraisal indicated a market value of \$165,000.00 and the home will be listed for sale to a low-income family. Sale proceeds shall be allocated back to the CDBG program. Commissioner Moser discussed the option of utilizing a transaction coordinator in lieu of a real estate agent and the possible savings in closing costs. Since there is a potential buyer already for this property, listing it for sale may not be required. Isaacson will review the CDBG regulations with regards to doing a public notice and use of a real estate agent. If it is permitted to an arm’s length sale transaction, Isaacson will consider utilizing a transaction coordinator. The Commissioners reviewed the appraisal and sale process and:

Resolved (#12-22)

“that after having reviewed and discussed the CDBG scattered site single family home inventory, and after having discussed the current residents of the home, age of properties, bedroom sizes, condition, future capital improvements and after specifically discussing the three-bedroom home located at 11910 Cardwell, 48150 and the future needs of the property, and after having discussed the appraisal of the home, the Housing Commission hereby approves the offering price of the home in the amount of \$165,000.00 (appraised value) and authorizes the Executive Director to list this property for sale.”

Motion By: Kreuza Gjezi

Seconded By: Carl Deal

Roll Call:	Ayes	Nays	Absent
	Dale Moser		
	Carl Deal		
	Brian Scott		
	Kreuzer Gjezi		
	Eleanor Malone		

The Board reviewed an appraisal to sell a CDBG three-bedroom home located at 20222 St. Francis, 48152. The appraisal indicated a market value of \$150,000.00 and the home will be listed for sale to a low-income family. Sale proceeds shall be allocated back to the CDBG program. The Commissioners reviewed the appraisal and sale process and:

Resolved (#13-22)

“that after having reviewed and discussed the CDBG scattered site single family home inventory, and after having discussed the current residents of the home, age of properties, bedroom sizes, condition, future capital improvements and after specifically discussing the three-bedroom home located at 20222 St. Francis, 48152 and the future needs of the property, and after having discussed the appraisal of the home, the Housing Commission hereby approves the offering price of the home in the amount of \$150,000.00 (appraised value) and authorizes the Executive Director to list this property for sale.”

Motion By: Carl Deal

Seconded By: Eleanor Malone

Roll Call:	Ayes	Nays	Absent
	Dale Moser		
	Carl Deal		
	Brian Scott		
	Kreuzer Gjezi		
	Eleanor Malone		

The Board reviewed and discussed the Proposed Flat Rent Rate. The Housing Commission annually reviews the Public Housing Flat Rents which permits residents the option of the income-based rent or flat rent. The flat rent for each bedroom size represents the housing cost of apartment communities in the private sector. Historically, the two 2-bedroom public housing apartments located at McNamara Towers were removed from the PH available units and utilized as employee units or office space. This has changed since the Housing Commission no longer accommodates employees or uses the 2-bedroom units for office space. Since these units are now rented to low-income seniors, a flat rent must be established to comply with 24 CFR 960.253 Choice of Rent. Under this regulation the PHA must establish a flat rent for each public housing unit that is no less than 80 percent of the applicable Fair Market Rent (FMR) as determined under 24 CFR part 888, subpart A. The current 2022 Fair Market Rent for a 2-bedroom unit is \$1,084.00. Eighty percent 80% of this FMR is \$868.00. The LHC currently charges \$700.00 for these units which is under the minimum flat rent permitted. The Executive Director

recommended an increase in the 2-bedroom flat rent to comply with 24 CFR 960.253 and the Board:

Resolution (#14-22)

“that after having reviewed and discussed 24 CFR 960.253 Choice of Rent and HUD Notice PIH 2021-27 which provides guidance for establishing Flat Rents for public housing residents and after having reviewed the HUD Fair Market Rents and the annual resident election of the flat rent or the income-based rent and after having discussed the purpose of the flat rent option and its relationship to the private sector rents the Board of Commissioners approves the current flat rent for as follows:

Two Bedroom \$868.00

The above flat rents are effective June 1, 2022 and will be reviewed again in December 2022.”

Motion By: Eleanor Malone

Seconded By: Carl Deal

Roll Call:	Ayes	Nays	Absent
	Dale Moser		
	Carl Deal		
	Brian Scott		
	Kreuz Gjezi		
	Eleanor Malone		

The next regular meeting of the Livonia Housing Commission is a scheduled for 6:00 pm, May 18, 2022. The meeting will be held at Silver Village 33780 Lyndon, Livonia, MI 48154.

Having no further business to come before the Board of Commissioners, Commissioner Carl Deal offered a motion to adjourn the meeting at 9:01 pm, which was seconded by Commissioner Brian Scott and upon the vote the motion carried.

Brandie Isaacson, Executive Director-Secretary

Dale Moser, President

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

4

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

4. REQUEST FOR APPROVAL OF THE 2023 CDBG ANNUAL ACTION PLAN: 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL PLAN AND BUDGET; AND REQUEST TO APPROVE HOLD HARMLESS CONTRACTS BETWEEN THE CITY OF LIVONIA AND FIRST STEP, FAIR HOUSING CENTER OF METROPOLITAN DETROIT, WAYNE METROPOLITAN COMMUNITY ACTION AGENCY, CRUZ CLINIC, HEGIRA PROGRAMS, INC., STONEBROOK COUNSELING ASSOCIATES, PLCC, AND THE COLLABORATIVE HEALTH CENTER: Livonia Housing Commission, re: in connection with the operation of a domestic violence victim assistance program; for the purpose of providing fair housing; and for the mental health counseling program provided for through the Community Development Block Grant (CDBG) programs for the 2022-2023 program year.

Brandie Isaacson, Director of Housing, presented the request to Council.

Councilmember Scott Bahr asked to explain the potential unprogrammed funds. Brandie Isaacson explained that the funds are rents received from scattered sites, sale of houses and any repaid loans from past years.

Council Vice President Laura Toy stated that due to COVID, more domestic violence went on and asked if our numbers went up. Brandie stated she is waiting for those stats. Information is collected from First Step in July, which documents the number of domestic survivors were assisted through the 2021-2022 budget year. The information will be on their consolidated accomplishment report, submitted to Council in the Fall.

Council Vice President Laura Toy offered an approving resolution on the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Housing
July 13, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

Brandie Isaacson, Director of Housing,

AGENDA ITEM

REQUEST FOR APPROVAL OF THE 2023 CDBG ANNUAL ACTION PLAN: 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL PLAN AND BUDGET; AND REQUEST TO APPROVE HOLD HARMLESS CONTRACTS BETWEEN THE CITY OF LIVONIA AND FIRST STEP, FAIR HOUSING CENTER OF METROPOLITAN DETROIT, WAYNE METROPOLITAN COMMUNITY ACTION AGENCY, CRUZ CLINIC, HEGIRA PROGRAMS, INC., STONEBROOK COUNSELING ASSOCIATES, PLCC, AND THE COLLABORATIVE HEALTH CENTER: Livonia Housing Commission, re: in connection with the operation of a domestic violence victim assistance program; for the purpose of providing fair housing; and for the mental health counseling program provided for through the Community Development Block Grant (CDBG) programs for the 2022-2023 program year.

BACKGROUND

Enclosed is a report containing an explanation of the CDBG program (Attachment A) and the recommended budget (Attachment B), prepared by the City of Livonia's Office of Community Development, for the use of CDBG funds for the 2022-2023 program year (July 1, 2022-June 30, 2023).

The Community Development Block Grant (CDBG) Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq. The program was designed to reinforce several important values and principles of community development:

- CDBG's flexibility empowers people and communities to design and implement strategies tailored to their own needs and priorities.
- CDBG's emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in enhancing community development.
- CDBG's technical assistance activities and set-aside for grantees builds the capacity of these partners.

The City of Livonia's CDBG entitlement grant allocation for the 2022-2023 program year is \$329,248.00. The National Objectives that will be addressed in the current program year are: to benefit low- and moderate- income (LMI) persons; aid in the prevention or elimination of slums or

blight; and to meet a need having a particular urgency. In addition to the national objectives outlined by HUD's CDBG program, the Community Development office also incorporated goals and objectives from the Livonia Vision 21 Master Plan, as well as, the AARP Age Friendly Community Action Plan.

Two long-standing CDBG activities, the Home Improvement Loan Program and Scattered Site Rental Housing Program, generate program income through the repayment of deferred loans and rental income. The importance of the program income is that fifteen percent (15%) of all program income generated in the previous program year plus fifteen percent (15%) of the entitlement grant allocation may be allocated to public service programs identified in Section VI of the attached proposed budget.

The planned public services are: continuing to support the senior transportation program, mental health counseling, assisting those who are survivors of domestic violence, emergency utility assistance, and supporting the City of Livonia's Fair Housing initiative.

In addition to public services, the CDBG will continue to offer its residential homeowners minor home repair grants and 0% and 3% low interest home improvement loans. This program provides an opportunity for low- and moderate- income families with needed home repairs that they otherwise would not have access to. Also, a partnership with Wayne County utilizing matching funds from the HOME program, the Community Development program will continue to provide opportunities for low- and moderate- income families with homebuyer assistance. This program provides financial resources for closing costs and down payment assistance, making homeownership more attainable.

The 2022-2023 CDBG Neighborhood Revitalization Program will continue working on its goal of creating an Age Friendly Community by supporting the Livonia Parks in its initiative to improve accessibility to its parks and open community spaces. Creating paved pathways throughout Livonia's parks and community spaces will enable elderly and physically challenged residents the opportunity to explore and enjoy our community. Furthermore, the Neighborhood Revitalization Program will continue to partner with the Livonia Public School Skilled Trades Program to provide students with hands-on experience in developing skilled trades. Rehabilitated residential properties that are completed through this activity are then sold to low- and moderate- income families, increasing homeownership in Livonia.

The Livonia Housing Commission also plans to continue its summer internship program to provide educational experiences in Public Housing and Community Development planning. This is a paid internship typically lasting 12-15 weeks and requires a deliverable upon completion. The student intern also receives 3 institutional credits from their university.

New programming for the 2022-2023 year is the addition of an Economic Development activity. This activity will be used to support the Livonia Pure Potential Workforce Development Program (LPPWDP). Livonia companies that hire an apprentice or trainee registered through the LPPWDP and pay for their educational requirements will be eligible to apply for a grant of up to \$5,000 to reimburse these costs. Companies can use this as a tool to help recruit potential employees and offset the costs associated with taking on an apprentice.

RECOMMENDATION

It is respectfully requested that City Council approve the attached Community Development Block Grant (CDBG) 2022-2023 Annual Action Plan adopting the attached resolution. It is also requested that the Council authorize the Director of Housing, Mayor and the City Clerk to execute the contract documents on behalf of the City of Livonia with sub-recipients First Step, Fair Housing Center of Metropolitan Detroit, Wayne Metropolitan Community Action Agency, Cruz Clinic, Hegira Programs, Inc., Stonebrook Counseling Associates, PLLC, and the Collaborative Health Center.

RESOLVED, THAT WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of Housing and Urban Development is authorized to make grants to units of local government to help finance community development programs; and

WHEREAS, the primary objective of such Act is the development of viable urban communities by providing decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, to obtain its Fiscal Year 2022-2023 entitlement funds under the Community Development Block Grant Program as authorized by the Housing Community Development Act of 1974, the City of Livonia must submit a statement of community development objectives and project use of funds, satisfactory assurances that the Program will be conducted and administered in accordance with appropriate federal and state laws and Department of Housing and Urban Development regulations; and satisfactory assurances that, prior to submission of its Final Statement of Community Development Objectives and Projected Use of Funds, it has (A) provided citizens with adequate information concerning the amount of funds available for proposed community development and housing activities; the range of activities that may be undertaken, the estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons, and other important program requirements, (B) held a public hearing to obtain the views of citizens on community development and housing needs, and (C) provided citizens an adequate opportunity to examine the content of and to submit comments on the proposed Statement of Community Development Objectives and Projected Use of Funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Livonia, Michigan, that the Final Statement of Community Development Objectives and Projected Use of Funds for the Fiscal Year 2022-2023 Community Development Block Grant Program is hereby approved and shall be submitted to the Department of Housing and Urban Development. Further, the Director of Housing, Mayor/Clerk shall have the authority to execute the sub-recipient contracts.

FISCAL CONSIDERATION

231 CDBG FUND FY2022-2023

ATTACHMENTS

1. 2022-23 Budget Narrative ALLOCATION Attachment A Council

2. 2022-23 Budget ALLOCATION Attachment B Council

APPROVED BY



Brandie Isaacson, Director of Housing

Date: July 14, 2022



Michael Slater, Finance Director

Date: July 14, 2022



Paul Bernier, City Attorney

Date: July 14, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022

2. 2022-23 Budget ALLOCATION Attachment B Council

APPROVED BY



Brandie Isaacson, Director of Housing

Date: July 14, 2022



Michael Slater, Finance Director

Date: July 14, 2022



Paul Bernier, City Attorney

Date: July 14, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022

ATTACHMENT A: CDBG Proposed 2022-23 Budget Narrative

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was created by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low- and moderate-low income. Since the City of Livonia has a population of at least 50,000 persons, it is considered an "Entitlement Community". Therefore, Livonia is entitled to receive CDBG funds each year as determined by a formula set forth in the Act. The City of Livonia has participated in the CDBG Program continuously since 1982 and prior to that in 1974 and 1975. The CDBG fiscal year begins July 1 and ends June 30. The 2022-2023 allocation is \$329,248.

Following is an explanation of the activities that are typically funded by the CDBG program in Livonia and administered by the Community Development Office of the Housing Commission:

I. REHABILITATION

Major Home Rehabilitation Loan Program: Provides deferred loans for low- and moderate-low-income owner occupants of single-family homes for the purpose of correcting code violations, weatherization, accessibility improvements and other permanent general improvements. Applications are accepted on a first come, first-serve basis and the loan amount cannot exceed \$15,000. The loan limits may be waived to make emergency improvements or to address lead-based paint hazards. A lien, in the amount of each loan, is placed on each home undergoing improvement. Loans are offered at 0% or 3% interest, based on household income. The loan becomes due when there is a transfer of title and/or property. When liens are discharged, the proceeds come back to the city in the form of program income and are placed back into the CDBG account to be further utilized in the program. \$60,184 plus \$60,000 of potential unprogrammed funds is the proposed budget for this activity with the expectation of providing rehabilitation services to 3-5 homes during a program year.

Emergency Rehabilitation Program: Provides rehabilitation loans and services to low- and moderate-low-income households for the repair of sudden or unexpected damages to a home that immediately threaten a household's health and safety. Emergency repairs are given priority over all other applicants for rehabilitation loans. The type and term of loans made available for emergency repairs are the same as those for the Major Home Rehabilitation loans. \$10,000 is the proposed budget for this activity with the expectation of providing rehabilitation services to 2-3 homes during a program year.

Minor Home Repair Program: Provides grants for minor repairs, including barrier free improvements, insulation, hot water tank replacement, and minor electrical and plumbing repairs, to low- and moderate-low-income owner occupants of single-family homes. Repairs are limited to \$5,000 per house, per 7-year period. The objective of this program is to prevent or correct sub-standard conditions, or to remove safety hazards. Priority is given to clients with incomes at or below 50% of MFI (median family income for Metro Detroit area). The homeowner applying for assistance must have lived in the home for one year before applying with Minor Home Repair. A client co-pay for administrative services is required using the following guidelines: 30% or less MFI - donation given if able; 31-50% MFI - \$20 co-pay; 51-80% - \$50 co-pay. The Community Development loan and grant committee will have the ability to consider extenuating circumstances and adjust the co-pay as necessary. This program works closely with the Major Home Rehabilitation Loan Program for cross-referrals. \$30,000 plus \$30,000 of potential unprogrammed funds

is the proposed budget for this activity with the expectation of providing rehabilitation services to 8-12 homes during a program year.

Rehab Inspection: Each home participating in the Major Home Rehabilitation Loan Program will be required to undergo a lead inspection/risk assessment. City Building Inspectors also perform an electrical, heating, plumbing and building inspection for each property. \$2,500 is the proposed budget for this activity.

II. ACQUISITION AND REHABILITATION OF TAX REVERTED PROPERTIES

This activity permits the City of Livonia to acquire tax foreclosed properties from Wayne County. Upon notification by the County through the Treasurer's Office the City/Housing Commission has the right of first refusal to purchase single family homes and vacant parcels of land. Acquisition of the homes will enable the Commission to analyze the properties for acquisition and disposition in the following categories:

- Acquisition of home/property for rehabilitation and resale to low income family;
- Acquisition of home/property for rehabilitation and retention for affordable housing rental;
- Acquisition of home/property for demolition and sale of lot for housing development;
- Acquisition of home/property for demolition and construction of a new home by the LHC for eventual sale or affordable housing rental;
- Acquisition of vacant parcels of land that are non-compliant for development but may be sold or donated to adjacent neighbors;

The primary goal of this activity is to acquire substandard property/lots in primary target areas and return the properties to the City of Livonia tax rolls. A total of \$120,564 is the proposed budget for this activity with the expectation of acquiring, rehabilitating, and/or demolishing 1-2 homes during a program year. All proceeds from the sale of FROR properties minus costs of maintenance and rehabilitation must be returned to the State of Michigan Treasury.

III. CDBG SCATTERED-SITE RENTAL HOMES

The City has twelve (12) single-family homes purchased with CDBG funds. The Housing Commission oversees these single-family units which are to be utilized as rental housing for low- and moderate-low-income families as well as other special projects. In order to administer and perform management and maintenance such as plumbing, heating, mechanical and structural improvements to the scattered site homes. \$30,000 plus additional \$50,000 of potential unprogrammed funds is the proposed budget for these activities.

IV. NEIGHBORHOOD REVITALIZATION INITIATIVE

This activity includes lighting, parks, landscaping, and infrastructure improvements, commercial and residential blight reduction and feasibility and planning studies. \$70,000 of potential unprogrammed funds is the proposed budget for this activity.

V. REHABILITATION OF PUBLIC FACILITIES

This activity includes improvements and maintenance to public services facilities. \$100,000 of potential unprogrammed funds is the proposed budget for this activity. The intended activities for this program year may include expansion of existing low-income senior development Newburgh Village, and capital improvements to senior developments Newburgh Village, Silver Village and McNamara Towers.

VI. PUBLIC SERVICES

The various activities eligible under this category are directed to a particular need involving services to low- and moderate-low-income persons and families. The CDBG regulations limit the amount of funds that can be allocated to this activity. Specifically, funding for public services may not exceed 15% of the total CDBG yearly allocation plus Program Income received during the prior year program. Typical Program Income includes (1) Discharged liens from the Major Home Rehabilitation Loan Program, (2) Rent receipts from City-owned homes purchased with CDBG funds, and (3) Minor Home Repair program co-pays. The proposed 2022-2023 budget year public service is \$94,000.0. The public service activities consistently funded during the life of the CDBG program are listed below:

Senior Van Transportation: This program, administered by the Housing Department, provides transportation for senior citizens to various locations throughout the community. Senior citizens are considered a “Protected Class” and are, therefore, eligible to receive CDBG funded services regardless of income. Three buses operate daily routes within Livonia transporting seniors to nutrition programs, senior centers, banks, grocery shopping, and mall shopping. A fourth vehicle is used daily for medical appointments and to transport the disabled within Livonia. \$35,000 is the proposed budget for this activity with the expectation of providing services to approximately 600 citizens.

Mental Health Counseling: This program provides access to substance abuse and mental health services for income qualified Livonia residents. Income qualified households may receive \$400 per year or \$80 per counseling session. Each provider that enters into a contract with the City of Livonia may request reimbursement, at the aforementioned levels, for services provided to income eligible residents (provided funding is available). A client co-pay per-visit uses the following guidelines: 30% or less MFI (median family income) -0 co-pay; 31-50% MFI -\$5 co-pay; 51-80% MFI -\$10 co-pay. \$4,000 is the proposed budget for this activity with the expectation of providing approximately 50 counseling sessions to approximately 10 households.

First Step, Western Wayne County Project on Domestic Violence and Sexual Assault: First Step is a non-profit organization that provides assistance to victims of domestic violence and sexual assault. The services provided by First Step, include; temporary residence, 24 hour crisis line, counseling, information, referral and advocacy in the areas of legal, financial and permanent housing assistance, child care and transportation as well as educational programs. CDBG funds can only be used to provide services to City residents who meet the low- and moderate-low-income criteria. \$25,000 is the proposed budget for this activity with the expectation of providing services to approximately 156 citizens.

Wayne Metropolitan Community Action Agency: Wayne Metro is a non-profit organization that provides services to low- and moderate-low-income individuals and families. The Agency will participate in and conduct an expanded program of assistance to the City of Livonia that provides Emergency Utility Assistance services to low- and moderate- income Livonia residents in need of gas, electric, and/or heating fuel utility assistance based on demonstration of need in the form of a “Shut-off” notice received within the last 30 days. Eligible families may receive one time assistance of a maximum of \$500 per family for utility payments. \$5,000 is the proposed budget for this activity with the expectation of providing services to approximately 8-10 citizens.

VII. PLANNING AND ADMINISTRATION

Overall program planning and administration is provided by the Housing Commission and financial administration is provided by the Finance Department. Various other planning projects fall under the category of Planning and Administration such as the Fair Housing Initiative. The Fair Housing Center of Metropolitan Detroit is contracted to provide services such as educational programs, fair housing training

for City staff, landlords and realtors, fair housing counseling and complaint reception to citizens and/or potential citizens of Livonia. To receive CDBG funds on an annual basis, the City has to submit an application on or before May 15 after conducting two (2) public hearings and submitting the program to the City Council for its approval. Each year, during January, the CDBG Committee prepares a suggested CDBG budget for the next program year based on requests made by various City departments and non-profit organizations. The budget is then discussed with the Mayor, revised if necessary, and presented at a public hearing for public comment. The budget is then submitted to the City Council for tentative approval. A second public hearing is held and if deemed necessary, revisions are made, with a final version of the budget submitted to City Council for approval. Required Environmental Assessments regarding the various planned activities are prepared, public notification is published and the necessary application materials are then sent to the Department of Housing and Urban Development no later than May 15. At the conclusion of the program year, a "Consolidated Annual Performance and Evaluation Report" is prepared and sent to HUD. The total proposed budget for Planning & Administration, Accounting Services and Fair Housing Initiatives is \$83,000.

ECONOMIC DEVELOPMENT: This program will be administered by the Department of Planning and Economic Development. This money will be used for the Livonia Pure Potential Workforce Development Program (LPPWDP). Livonia companies that hire an apprentice registered through the LPPWDP and pay for their educational requirements will be eligible to apply for a grant for up to \$5,000 to reimburse these costs. Companies can use this as a tool to help recruit potential employees and offset the costs associated with taking on an apprentice. The total budget for this activity is \$25,000.

NATIONAL OBJECTIVES: Each CDBG program expenditure must be qualified according to one of three National Objectives: (1) benefit low- and moderate-low-income persons; (2) prevent or eliminate slums and blight; and, (3) meet an urgent community need. At least 70% of the expenditures must benefit low- and moderate-low-income persons.

CONSOLIDATED PLAN: To become an entitlement jurisdiction the City must submit a Consolidated Plan to HUD once every five years. The Consolidated Plan is a comprehensive document which functions as a planning tool for cities and other governmental units to meet community development goals and to serve as a consolidated way of applying for federal funds under several formula grant programs offered by the Department of Housing and Urban Development (HUD). The Consolidated Plan consists of a Housing Market Analysis, Housing and Homelessness Needs Assessment, the development of Strategies, Priority Needs and Objectives, an Annual Action Plan and, finally, a section that contains required certifications.

The Consolidated Plan has four basic functions: (1) to serve as a planning document utilizing a system of consultation with public and private agencies and groups, (2) to serve as an application for federal funds, (3) to serve as a strategy for achieving program objectives, and (4) to produce an Annual Action Plan to carry out the various planned activities and assess performance. The latest Consolidated Plan, which is prepared by the Housing Commission, covers the period of 2021-2026.

ATTACHMENT B: CDBG PROPOSED 2022-2023 BUDGET ALLOCATION

ACTIVITIES	CURRENT YR 2021-2022 (Includes Unprogrammed Funds)	PROPOSED Entitlement FUNDING 2022-23 Program Year	+	Potential Unprogrammed Funds¹	=	TOTAL FUNDING 2022-2023 PROGRAM YEAR
I. Rehabilitation						
A. Major Home Rehab	\$ 115,184.00	\$ 60,184.00		\$ 60,000.00		\$ 120,184.00
B. Emergency Rehab	\$ 10,000.00	\$ 10,000.00				\$ 10,000.00
C. Minor Home Repair	\$ 45,000.00	\$ 30,000.00		\$ 30,000.00		\$ 60,000.00
D. Rehab Inspection	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00
SUBTOTAL	\$ 172,684.00	\$ 102,684.00		\$ 90,000.00		\$ 192,684.00
II. Acquisition of Tax-Reverted Properties						
A. Acquisition, Rehabilitation & Razing of Single Family Homes	\$ 130,285.00	\$ 19,564.00		\$ 101,000.00		\$ 120,564.00
SUBTOTAL	\$ 130,285.00	\$ 19,564.00		\$ 101,000.00		\$ 120,564.00
III. CDBG Scattered-Site Rental Homes						
A. Maintenance of (12) Scattered-Site SF Homes i.e. mechanical, heating, plumbing, structural improvements (#832)	\$ 51,000.00	\$ 20,000.00		\$ 25,000.00		\$ 45,000.00
B. Management of (12) Rental Homes (#833)	\$ 40,000.00	\$ 10,000.00		\$ 25,000.00		\$ 35,000.00
SUBTOTAL	\$ 91,000.00	\$ 30,000.00		\$ 50,000.00		\$ 80,000.00
IV. Neighborhood Revitalization						
A. Lighting, Parks, Landscaping, and Infrastructure Improvements, Commercial / Residential Blight Reduction, and Feasibility / Planning Studies	\$ 70,000.00			\$ 70,000.00		\$ 70,000.00
SUBTOTAL	\$ 70,000.00	\$ -		\$ 70,000.00		\$ 70,000.00
V. Public Facilities						
A. Improvements & Maintenance of Public Services Facilities	\$ 100,000.00			\$ 100,000.00		\$ 100,000.00
SUBTOTAL	\$ 100,000.00	\$ -		\$ 100,000.00		\$ 100,000.00
VI. Public Services ²						
A. Senior Van Transportation	\$ 52,000.00	\$ 35,000.00				\$ 35,000.00
B. Mental Health Counseling	\$ 4,000.00	\$ 4,000.00				\$ 4,000.00
C. First Step	\$ 25,000.00	\$ 25,000.00				\$ 25,000.00
D. Emergency Asst. Program	\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
E. Economic Development	\$ -	\$ 25,000.00				\$ 25,000.00
SUBTOTAL	\$ 86,000.00	\$ 94,000.00		\$ -		\$ 94,000.00
VII. Planning & Administration³						
A. Planning & Admin.	\$ 65,000.00	\$ 65,000.00				\$ 65,000.00
B. Accounting Services	\$ 18,000.00	\$ 18,000.00				\$ 18,000.00
C. Fair Housing Initiative	\$ -	\$ -				\$ -
SUBTOTAL	\$ 83,000.00	\$ 83,000.00		\$ -		\$ 83,000.00
GRAND TOTAL	\$ 732,969.00	\$ 329,248.00		\$ 411,000.00		\$ 740,248.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

5

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

5. AWARD OF BID: Department of Parks and Recreation, re: for backstop replacement and player fencing installations at Devonaire Park Diamond #2, from budgeted funds

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council.

Councilmember Brandon McCullough mentioned the volunteer day they had at Devonaire, stating the softball league has been around for fifty years. He stated that fields 1 and 3 are owned by the schools, Field 2 is owned by the City and offered an approving resolution on the Consent agenda.

Councilmember Rob Donovic asked if the ball diamonds would be taken care of under the standards of Parks and Recreation or DPW. Ted Davis stated the neighborhood association maintains the fields and Parks and Recreation has provided the tools to make their job easier. The new fencing adds to player safety and will assist the neighborhood association if needed, but with short staffing at DPW, they can't commit DPW.

Council Vice President Toy thanked the residents and others that donated their time to clean up the fields.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

Parks and Recreation July 7, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for backstop replacement and player fencing installations at Devonaire Park Diamond #2, from budgeted funds

BACKGROUND

The Department of Parks and Recreation have solicited bids to replace the backstop fence and add player area fencing to Devonaire Park Diamond #2. If approved the work should be completed prior to the end of the summer.

Specifications were prepared by the Department, and an advertisement for quotes was placed on the MITN website. Three (3) companies submitted quotes by the specified date of July 5, 2022. Below is the tabulation, for Council's review.

Company	Address	Total
Motor City Fence	209 South Blvd. E., Rochester Hills, MI 48307	\$21,083.00
Future Fence Company	23450 Regency Park Drive, Warren, MI 48089	\$22,752.00
Nationwide Construction Group	69951 Lowe Plank Rd., Richmond, MI 48062	\$26,241.81

RECOMMENDATION

We recommend that City Council award the project to Motor City Fence, 209 South Blvd. E., Rochester Hills, MI 48307. Attached for review is their form of proposal and bid specification.

FISCAL CONSIDERATION

Sufficient funds have been budgeted in 401-000-971-000.

ATTACHMENTS

1. LTC S072522 Devonaire Fence Replacement
2. 2022 Devonaire Fence Replacement

APPROVED BY



Date: July 07, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: July 07, 2022

Michael Slater, Finance Director



Date: July 07, 2022

Maureen Miller Brosnan, Mayor

City of Livonia – Request for Proposal
Devonaire Park
Backstop Replacement and Player Fencing Installations

City of Livonia
Department of Parks and Recreation
15100 Hubbard
Livonia, MI 48154

City of Livonia
33000 Civic Center Dr.
Livonia, MI 48154

Inquires

Inquiries about this Request for Proposals must be in writing and directed to:

Ethan Engel
Athletic Coordinator
Department of Parks and Recreation
City of Livonia
15100 Hubbard
Livonia, MI 48154
Phone: (734) 466-2414
E-mail: eeengel@livonia.gov

Project Description and Scope

The City of Livonia, Michigan hereby solicits proposals for the removal and replacement of an existing backstop and the installation of new fencing for the player area at Devonaire Park Ball Diamond 2. Devonaire Park is located at 9510 Sunset Street, Livonia, MI 48150. Ball Diamond 2 is the middle of the diamonds of the three diamonds.

General Comments

1. The bidder shall be responsible for coordination with applicable agencies to ensure that underground utilities and services are not impacted by the proposed design or construction.
2. Work must be completed in a timely manner. Once the bidder has begun work at the site, they will not be allowed to leave the site until it is complete. All work must be complete by Oct. 31, 2022.
3. Provide a summary of the warranty to be provided. Copies of warranty information will be required at the completion of the project.
4. Invoices shall be sent for payment once the entire project is complete.
5. Freight and unloading equipment: the City of Livonia will not unload trucks.

City of Livonia – Request for Proposal
Devonaire Park
Backstop Replacement and Player Fencing Installations

- 6.) Two sections of fence will be installed in front of the players benches in line with the backstop wings. They shall be 40' long x 6' high. Having 4" post at each end and three 2" post in the middle sections. These posts shall be driven into the ground at a depth of 6' with an additional 6 ft above ground (No cement collar). 2" top rail and 1 ½" bottom rail to secure the 9-gauge mesh to. There shall be an 8' opening between the existing backstops and the new dugout fencing.

Proposal Submissions:

Proposals must be submitted through MITN and must be due by Wednesday, July 6, 2022. No email proposals will be accepted. Quotes/proposals shall be in accordance with the requirements of this notice in order to be deemed "responsive". Late bids will be not be accepted.

Pre-proposal site visits may be scheduled by appointment with Ethan Engel at eengel@livonia.gov or (734) 466-2414.

Submission Requirements

Proposals are required to provide responses to the following questions and requirements:

- Provide a summary of the anticipated project schedule including design, fabrication, installation, etc.
- Include information on previous projects of similar scope and nature and at least three references.
- Late proposals or modifications of proposals will not be accepted or considered.

The costs of developing and submitting a proposal is entirely the responsibility of the consultant and no cost shall be reimbursed by the City of Livonia.

The City of Livonia reserves the right to reject any or all proposals or portions thereof received in response to this RFP and to waive minor irregularities and informalities in proposals received or to cancel this RFP if it is in the best interest of the City of Livonia to do so.

City of Livonia – Request for Proposal
Devonaire Park
Backstop Replacement and Player Fencing Installations

QUOTED PRICING				
Park Name	Est. Time to Complete (days)	Removal & replacement of existing backstop	Installation of Player Fencing Area	Total Quote
Devonaire Park Diamond #2	10	\$ 17,430.	\$ 3,653.	\$ 21,083. ⁰⁰
GRAND TOTAL				\$ 21,083. ⁰⁰

Submitted By (Company): Motor City Fence

Address: 209 South Blvd. E., Rochester Hills, MI 48307

Contact Name: Brian Lepp

Contact Phone #: 248-269-8888

Contact Email: Brian@motorcityfence.com

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

6

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

6. AWARD OF BID: Department of Parks and Recreation, re: Gutter installation on Newburgh Church, Shaw House, and Kingsley House at Greenmead Historical Park, from budgeted funds

Ted Davis, Superintendent of Parks and Recreation, presented the request to Council. He stated this is not from budgeted funds, he is asking for a budget amendment to the Historical Trust Fund.

Councilmember Scott Morgan offered an approving resolution on the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Parks and Recreation July 14, 2022

MEETING DATE

July 25, 2022 Study

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: Gutter installation on Newburgh Church, Shaw House and Kingsley House at Greenmead Historical Park, from budgeted funds

BACKGROUND

The Department of Parks and Recreation has solicited bids to install gutters on Newburgh Church, Shaw and Kingsley Houses.

Specifications were prepared by the Department, approved by the Historical Preservation Commission, and an advertisement for quotes was placed on the MITN website on two separate occasions to solicit interested companies. One company, Great Lakes Gutter, submitted a quote.

RECOMMENDATION

We recommend that City Council award the project to Great Lakes Gutter, 12379 Globe Street, Livonia, MI 48150 for an amount not to exceed \$18,980.00. Attached for review is their quote and specifications.

FISCAL CONSIDERATION

We request an additional appropriation from the unexpended fund balance of the Historical Trust Fund (270) and a budget amendment to transfer the funds to account 101-821-931-220, in the amount of \$20,000 to cover all associated expenses.

ATTACHMENTS

1. 2022 Gutters

APPROVED BY

Date: July 14, 2022

Ted Davis, CPRP, Superintendent of Parks and Recreation

Michael T Slater

Date: July 14, 2022

Michael Slater, Finance Director

Maureen Miller Brosnan

Date: July 15, 2022

Maureen Miller Brosnan, Mayor

Installation of Half Round Aluminum Gutters on
Kingsley and Shaw Houses and Newburg Church

Project Location

Greenmead Historical Park
20501 Newburgh Road
Livonia, MI 48154

Important Dates

Project shall be completed by September 30, 2022

Mandatory Site Visit: Please call to schedule week of Monday, May 2, 2022

Response Due Date: Tuesday, May 10, 2022

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 time.
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. Each contractor is responsible for taking their own measurements.
4. Contractor must provide all equipment and personnel necessary to perform the required services.
5. Contractor must have experience with historical structures.

Gutters shall include, but not limited to:

1. Half round aluminum gutters, sized appropriately for roof pitch/rainfall, painted white, on all elevations necessary for proper drainage
2. Preference of a fascia hanger, roof hanger second choice
3. If fascia hanger is used, contractor will inspect fascia boards for rot before installation of gutters. If widespread rot is present, contractor will need to replace fascia board(s) according to The Secretary of the Interior's Standards for the Treatment of Historic Properties. Cypress or cedar preferred for wood replacement.
4. Downspout and brackets shall be least conspicuous as possible

Building Codes:

Building codes vary widely in the USA. It is the owner's responsibility to check with code officials to see that the structure conforms.

Bonding and Insurance:

Company awarded the bid will provide the City of Livonia with the following:

- a. Certificate of Insurance
- b. If subcontractors are used, material and labor bond required.

Office**248.594.2500****734.953.4067**

12379 Globe Street

Livonia, MI 48150

Fax: 734.953.4069

GREAT LAKES GUTTER




State License #2102197720

www.MichiganGutters.com**PROPOSAL**

PROPOSAL SUBMITTED TO: City of Livonia (Greenmead Historical Park)		PHONE 248.577.7375	DATE July 7, 2022
STREET 20501 Newburgh Road		JOB NAME	
CITY, STATE, AND ZIP CODE Livonia, MI 48150		JOB LOCATION	
☐ RESIDENTIAL ☒ COMMERCIAL	DATE OF PLANS	COLOR #130 White	REP: John D. Laurie

DESCRIPTION	AMOUNT
Install 6" Seamless Half-Round Gutters & 4" Round Smooth Downspouts on (3) Buildings:	\$18,980.00
Newburgh Church, Shaw House, and Kingsley House	
Includes:	
-6" Aluminum (0.032") Gutters	
-Stamped Fascia & Downspout Brackets	
-Roof Hanger Bracket (Above Shingle) Only Required for "Newburgh Church" Building	
-4" Round Smooth Downspouts with 3-Foot Extensions	
-Complete clean-up when finished and haul-away any job-related debris	
Note: Decorative Crown Moulding needs to be replaced on Right Side of "Newburgh Church"	
(This type of carpentry is out of our scope)	
5 Year Labor Warranty & 25 Year Material Warranty	

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:
 Eighteen-thousand, nine-hundred, eighty & 00/xx _____ dollars (\$ \$18,980.00)

Payment to be made as follows. 50% Down, 50% on Completion



*3% Charge for all credit cards

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____ John D. Laurie

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date _____

Signature _____

Signature _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

7

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

7. REQUEST TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Department of Public Works, re: for the replacement of the Carl Sandburg Library HVAC chiller unit, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council.

Councilmember Brandon McCullough asked why sole source. Jacob Rushlow responded that some of the existing components are with that provider and are compatible with this unit. Brandon asked if there is building automation with this. Jacob stated they are still in the process of energy management.

Councilmember Brandon McCullough asked offered an approving resolution on the Consent agenda.

Councilmember Rob Donovic asked about the status of the libraries and would like to know what the future is of the libraries. Jacob Rushlow stated that he has not been in any discussions centered around the libraries.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

DPW
July 12, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

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

AGENDA ITEM

REQUEST TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Department of Public Works, re: for the replacement of the Carl Sandburg Library HVAC chiller unit, from budgeted funds.

BACKGROUND

The existing HVAC chiller unit at the Carl Sandburg Library is well beyond its expected useful life. Replacement parts are no longer readily available and the unit needs to be charged with refrigerant every year due to leaks in the coil. It has been repaired previously and needs to be replaced. The replacement unit is a 26-ton, air-cooled, high efficiency unit sole-source to Trane Company. This unit provides chilled water to the air handling unit that cools the building during warm weather months.

DPW building maintenance staff will install the unit as well as the copper piping, electrical wiring, and glycol pumps that go along with the new chiller unit.

RECOMMENDATION

It is the request of the Department of Public Works that Council waive the formal bidding process in accordance with 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 in this situation. Further, it is recommended that Council authorize an expenditure in an amount not-to-exceed \$35,750 (\$32,500 quote plus 10% contingency) from the capital outlay building improvement fund to Trane Company, 33725 Schoolcraft Rd, Livonia MI 48150.

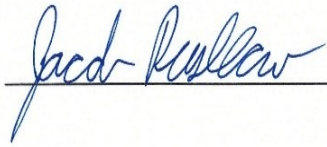
FISCAL CONSIDERATION

Sufficient budgeted funds are available in account no. 401-000-976-000

ATTACHMENTS

1. Trane Chiller Quote
2. FW_ Sandburg Library chiller
3. City of Livonia Sandburg Library chiller rev2

APPROVED BY



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

Date: July 14, 2022



Don Rohraff, Director of Public Works

Date: July 14, 2022



Michael Slater, Finance Director

Date: July 14, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022

Pollis, Arnold

From: McIntosh, John <JMcintosh@trane.com>
Sent: Wednesday, March 23, 2022 1:13 PM
To: Pollis, Arnold
Subject: Sandburg Library chiller info
Attachments: Livonia Sandburg Library CGAM - Consolidated Customer Package.pdf

Arnold

Please find attached the preliminary chiller selection data
Based on this unit budget price is \$32,500

Couple items to consider that are not included are
half or full louvers
isolation- elastomeric isolators or pads
Lontalk or BACnet
Integral pump package

I believe DTE may have rebate money available , but may need to select a extra high efficiency

Please review and let me know if you see anything that needs to be change or if you have questions

Sincerely

John McIntosh

Lon on BACnet

Existing Building Solutions
Trane Commercial Systems
37001 Industrial Rd.
Livonia, MI 48150
Tel: 734-452-2058
Fax: 734-452-2020
Mobile: 248-521-1263
E-mail: jmcintosh@trane.com
www.trane.com

TO REQUEST SERVICE PLEASE CONTACT: detroit@trane.com or 734.452.2050



TRANE

TRANE
TECHNOLOGIES

*"Scientists study the world as it is; engineers create the world that has never been."
—Theodore von Kármán*

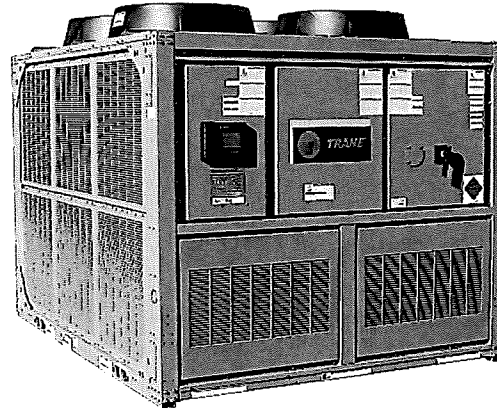
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**TRANE**

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
 chiller
 Prepared For: Quantity: 1

Unit Overview

Chiller Model	CGAM
Unit Nominal Tonnage	26 tons
Unit Type	High efficiency
Refrigeration Capacity	24.41 tons
Cooling Efficiency	9.783 EER (Btu/W-h)
IPLV/IP	14.73 EER (Btu/W-h)
NPLV/IP	14.69 EER (Btu/W-h)
Elevation	0.000 ft
Unit Frequency	60. hertz
Unit Voltage	230. volt 3 phases
Refrigerant Type	R410A
Number of compressor	2
Number of circuits	1
Number of capacity steps	2
Agency Listing	UL/CUL
Model Number	CGAM026B2**2AXD2A1A1D1AX* A1A1AXXXXXXXAxA3X1D1XXC* X

**Evaporator Information****Evaporator Application**

Low temp below 10F

Fluid Temperatures	Flow Rate	
Evaporator Leaving 45.00 F	Design Flow 63.95 gpm	Freeze protection With freeze protection
Evaporator Entering 55.00 F	Min Flow 29.80 gpm	Fouling factor 0.000100 hr-sq ft-deg F/ Btu
Fluid Properties	Fluid Pressure Drop	Flow switch set point Flow switch set point 15 cm/sec
Fluid Type Propylene glycol	Total PD evap+strainer 22.5 ft H2O	Water connection size 2.500 in
Fluid Concentration 40.00 %	Design Evap PD 20.2 ft H2O	
Freeze Point -5.94 F	Min PD 5.24 ft H2O	

Condenser Information

Unit Application Wide ambient	Fin Material Lanced aluminum	
Ambient Air Temp. 95.0 F	Total airflow 19178 cfm	Number of Fans 2

Unit Electrical

Unit			RLA	LRA
Compressor Starter Across the line	Incoming Power Line Conn. Type Single point	Compressor A	45.00 A	315.00 A
Total Power 29.94 kW	Power Line Conn. Type Terminal block	Compressor B	45.00 A	315.00 A
Compressor Power 27.24 kW	Short Circuit Current Option Default			
Fan Power 2.510 kW	Short Circuit Current Rating 5000 A			
Fan FLA 6.70 A	Single Point Power MCA 117 A			
	Single Point Power MOP 150 A			

Physical Information

Dimensions	Weights		Refrigerant Charge	Oil Charge
Length 114 in	Operating Weight 2279 lb	Circuit 1	34.0 lb	1.74 gal
Width 50 in	Shipping Weight 2249 lb			
Height 85 in				

Unit Acoustics (A-Weighted)

A-Weighted	Sound Power	Sound Pressure*	Unit Sound Package
100%	86 dBA	61 dBA	Super quiet

Note: In Accordance with AHRI 370

*Note: at 30 feet in free field

**TRANE®**

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For:
Quantity: 1

Warranty

Standard Warranty

Regulatory Compliance

ASHRAE 90.1

This unit complies with the efficiency requirements of ASHRAE 90.1 and CSA C743 - all versions up to 2016.

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org. Unit contains freeze protection liquids in the evaporator and is certified when rated per the Standard with water.



Information for LEED Projects

Refrigerant (R410A) - ckt 1	34.0 lb
Rated Capacity (AHRI)	25.00 tons
Rated Efficiency (AHRI)	9.955 EER (Btu/W-h)
IPLV	14.73 EER (Btu/W-h)
Refrigeration Capacity	24.41 tons
Cooling Efficiency	9.783 EER (Btu/W-h)
Compress Power	27.24 kW
Fan Motor Power	2.510 kW

This product meets the minimum efficiency requirements of ASHRAE Standard 90.1 and CANS/CSA C743 for all versions (which are based on AHRI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section.

The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.

Trane Select Assist
Version Number: 257
Data Generation Date: 3/23/2022



TRANE

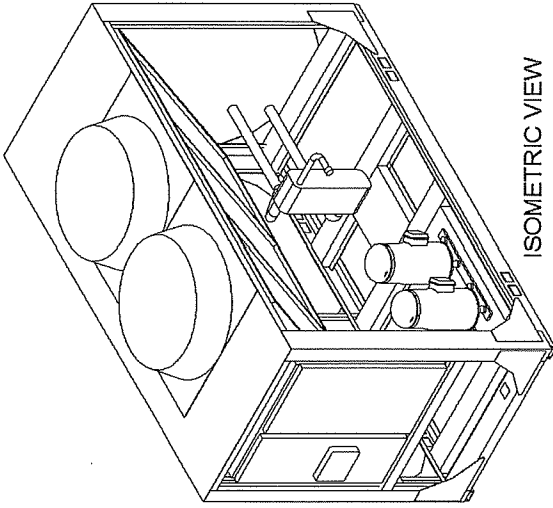
Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For:
Quantity: 1

INLET/OUTLET WATER
CONNECTION SIZE

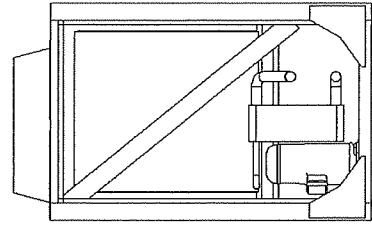
2.5" (65mm)

BRAZE PLATE
WATER VOLUME/STORAGE

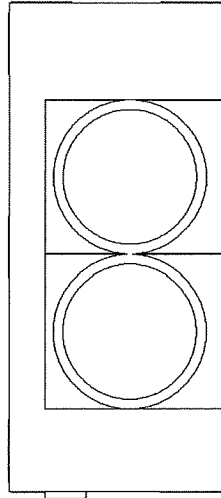
2.2 GAL (8.3 LITERS)



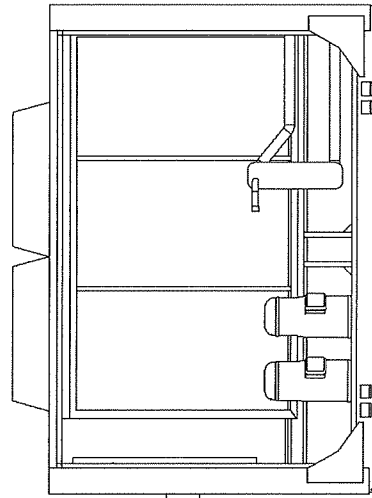
ISOMETRIC VIEW



BACK VIEW



TOP VIEW

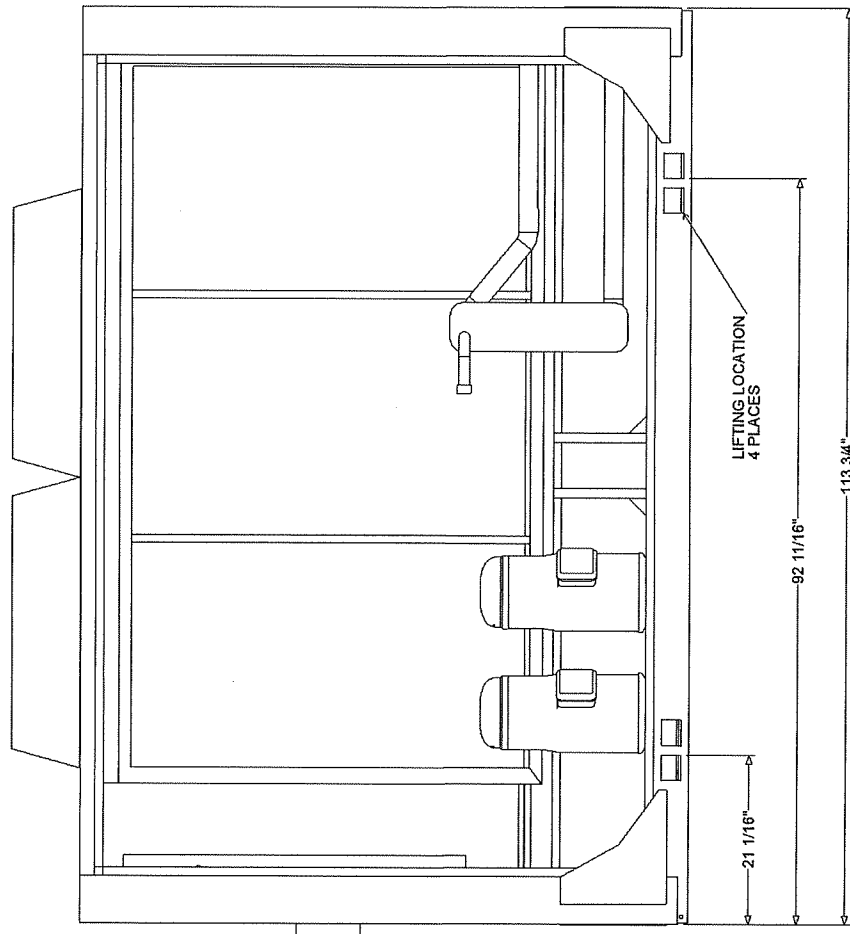


RIGHT SIDE VIEW



TRANE

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For: Quantity: 1

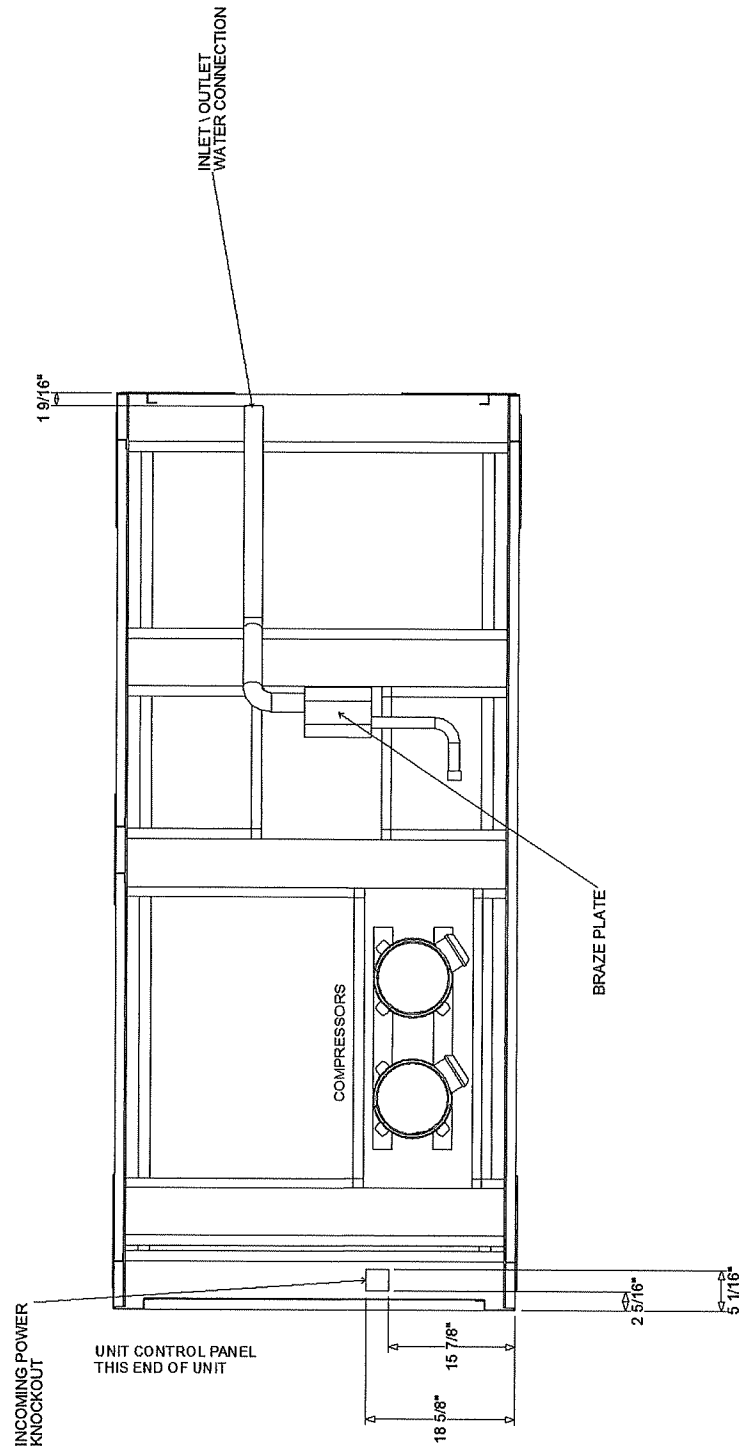


RIGHT SIDE VIEW



TRANE®

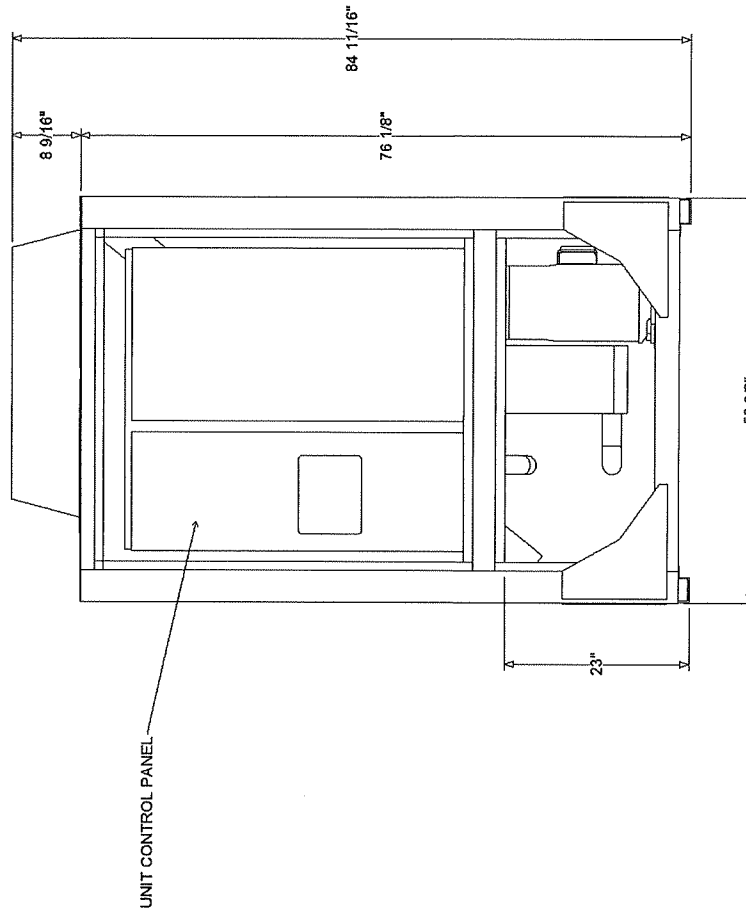
Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For:
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TRANE

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For: Quantity: 1

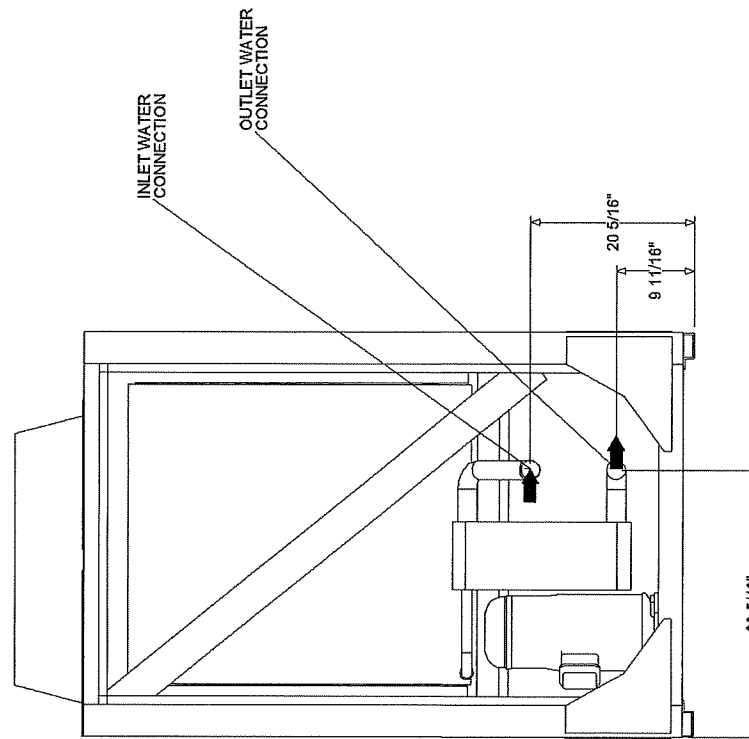


FRONT VIEW



TRANE®

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For:
Quantity: 1

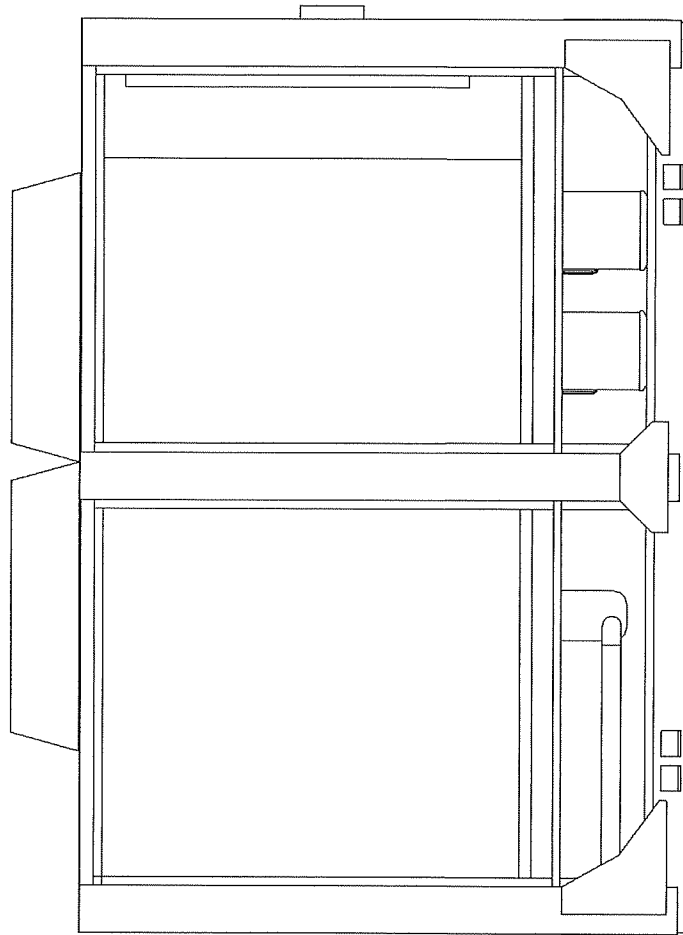


BACK VIEW



TRANE

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For: Quantity: 1

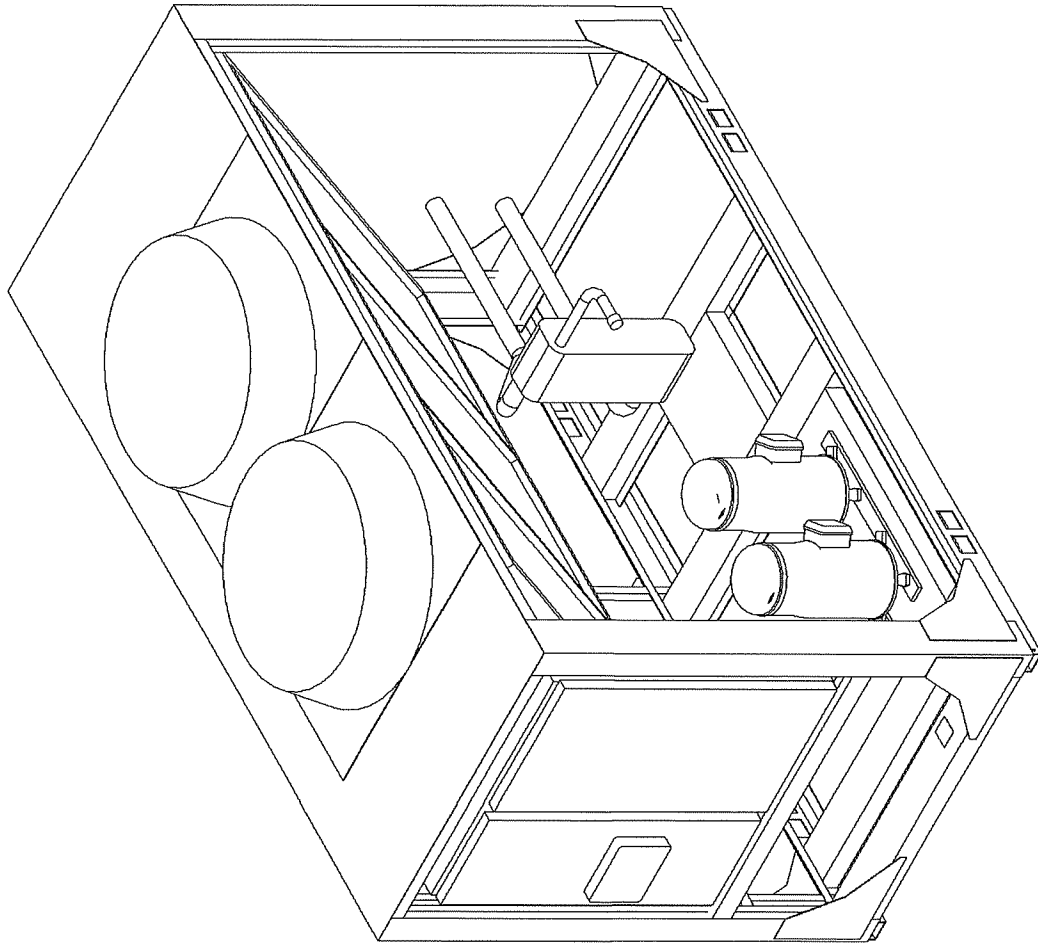


LEFT SIDE VIEW



TRANE

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For:
Quantity: 1

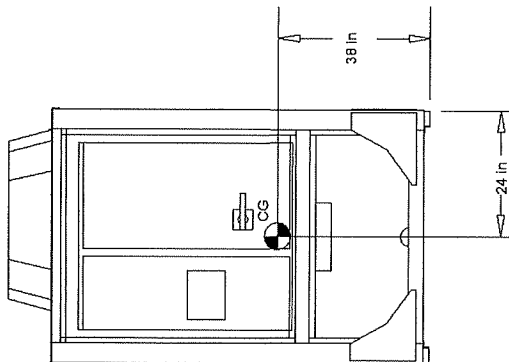


ISOMETRIC VIEW

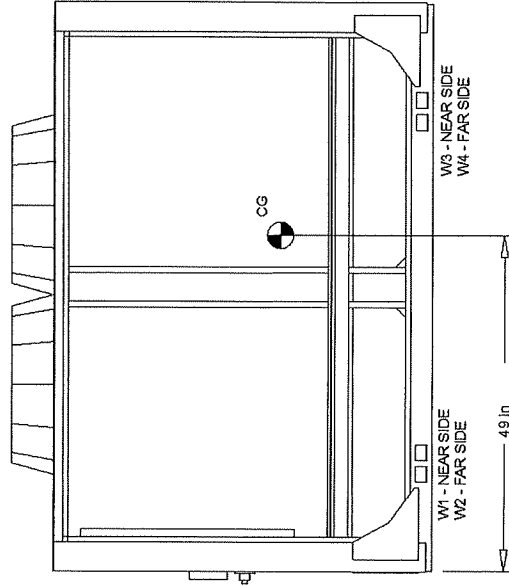


UNIT CENTER OF GRAVITY

LIFTING WEIGHTS				
W1	W2	W3	W4	SHIPPING WEIGHT
703 lb	607 lb	459 lb	396 lb	2,249 lb



FRONT VIEW
CONTROL PANEL END



SIDE VIEW

Different unit configurations and options may cause a variation in the center of gravity from what is listed. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.

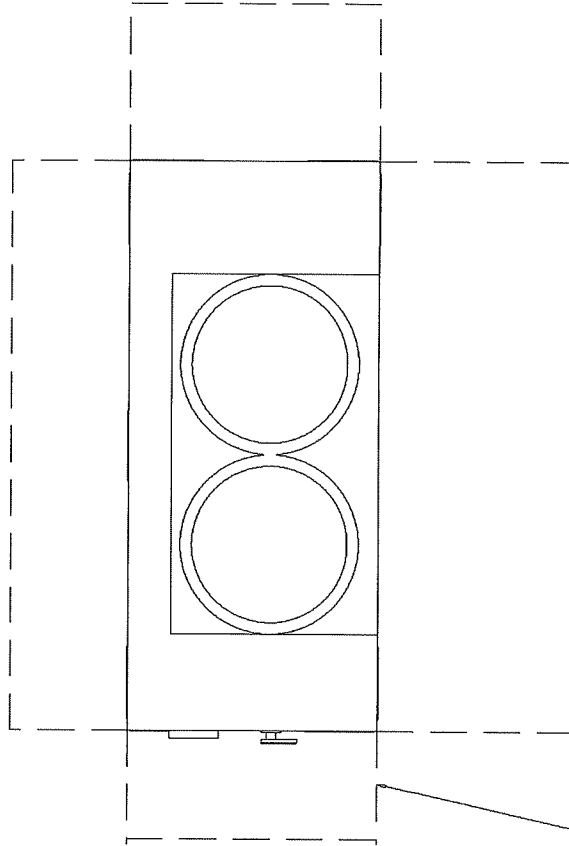


TRANE®

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For: Quantity: 1

UNIT CLEARANCE

NO OBSTRUCTIONS ABOVE THE CONDENSER



The distance provided is the minimum clearance required for the door(s) to swing fully open. The unit may require additional clearance per NFPA 70 (NEC) Article 110.26. All National, State and Local electrical codes shall be followed when installing the unit.

- NO OBSTRUCTIONS RECOMMENDED.
Area Required for unit operation, maintenance, and access panel.
- MORE CLEARANCE MAY BE NEEDED FOR AIRFLOW DEPENDING UPON THE INSTALLATION. REFER TO THE CLOSE SPACING BULLETIN.

TOP VIEW



TRANE

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For:
Quantity: 1

UNIT RIGGING

LIFTING A UNIT WITH EQUAL LENGTH STRAPS WILL NOT PRODUCE A LEVEL UNIT DURING THE LIFT BECAUSE THE CG WILL NOT BE AT THE MIDPOINT BETWEEN THE BASE LIFTING HOLES. THE FOLLOWING ADJUSTMENTS MUST BE MADE TO PRODUCE A LEVEL LIFT:

- SINGLE SPREADER BAR LIFTING METHOD
IF THE UNIT CG IS CLOSER TO THE CONTROL PANEL, THE STRAPS ON THE CONTROL PANEL SIDE OF THE SPREADER BAR MUST BE ADJUSTED TO BE SHORTER THAN THOSE ON THE OPPOSITE SIDE OF THE SPREADER BAR, ALLOWING THE SPREADER BAR TO MOVE TOWARD THE CONTROL PANEL AND OVER THE UNIT CG. SEVERAL ADJUSTMENTS OF THE STRAP LENGTH MAY BE REQUIRED TO PRODUCE A LEVEL UNIT DURING LIFT.
- H-TYPE SPREADER BAR LIFTING METHOD
IF THE STRAPS FROM THE H BAR TO THE UNIT BASE ARE THE SAME LENGTH, THE CRANE LIFTING POINT ON THE CENTER WEB OF THE H BAR MUST BE ADJUSTED TO PRODUCE A LEVEL UNIT LIFT.

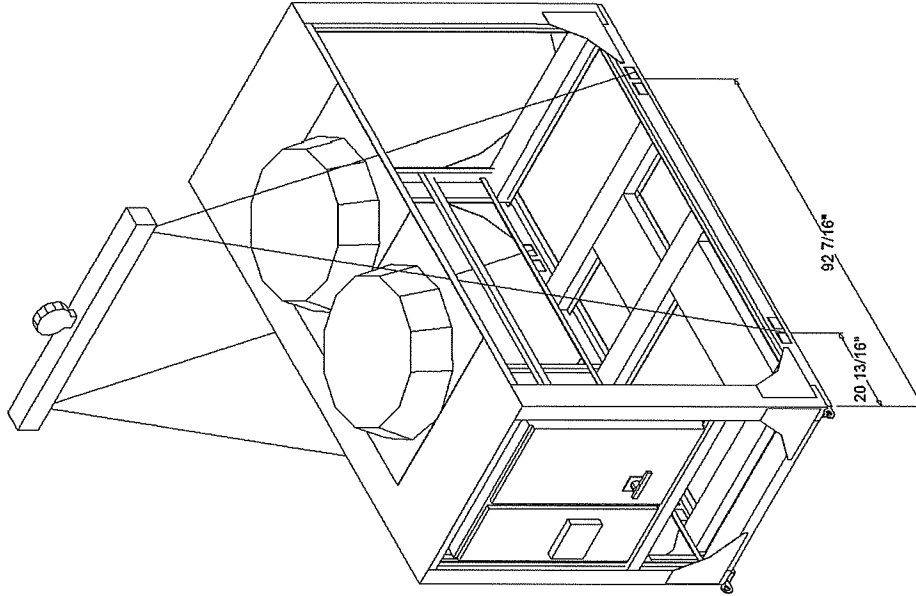
WARNING

IMPROPER LIFTING AND MOVING!

USE SPREADER BAR AS SHOWN IN DIAGRAM. REFER TO INSTALLATION MANUAL OR NAMEPLATE FOR UNIT WEIGHT. REFER TO INSTALLATION INSTRUCTIONS LOCATED INSIDE CONTROL PANEL FOR FURTHER RIGGING INFORMATION.

OTHER LIFTING ARRANGEMENTS COULD RESULT IN DEATH, SERIOUS INJURY OR EQUIPMENT DAMAGE.

DO NOT ALLOW LIFTING STRAPS TO CONTACT UNIT DURING LIFT!

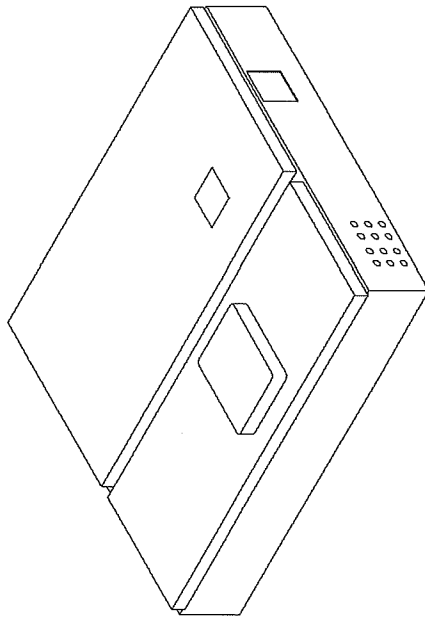


ISOMETRIC VIEW

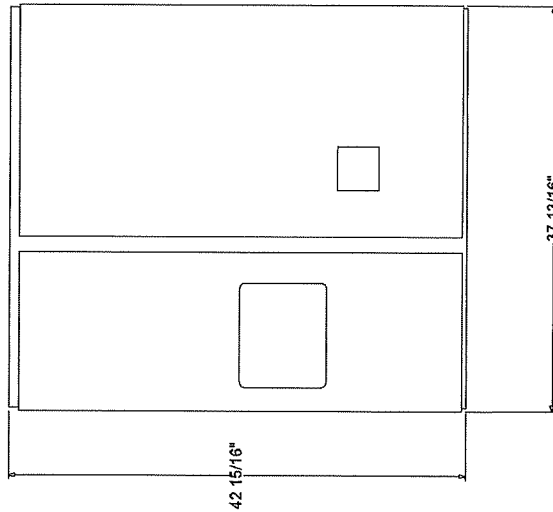


CUSTOMER WIRE SELECTION TABLE			
POWER WIRE CONNECTION TO TERMINAL BLOCK (1X1)			
UNIT SIZE	UNIT EFF	VOLTAGE	CIR 1 (SINGLE POINT POWER) LUG WIRE SIZE RANGE (PER PHASE)
026	HIGH	230	(1 MAX conductor per phase) 6 AWG - 350 MCM

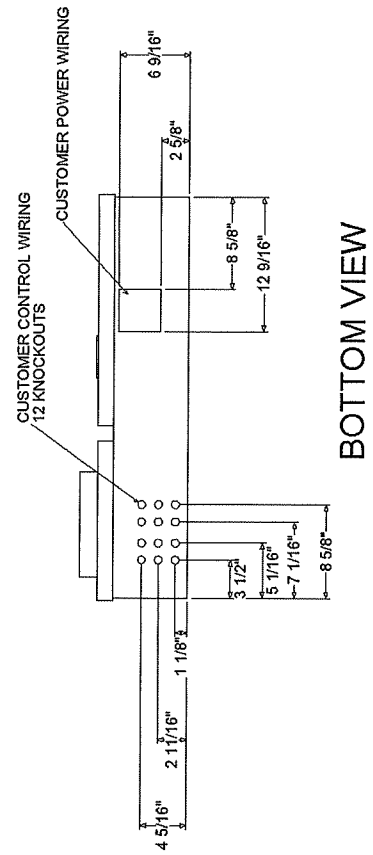
SHORT CIRCUIT RATING	5kA
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ISOMETRIC VIEW



FRONT VIEW



BOTTOM VIEW

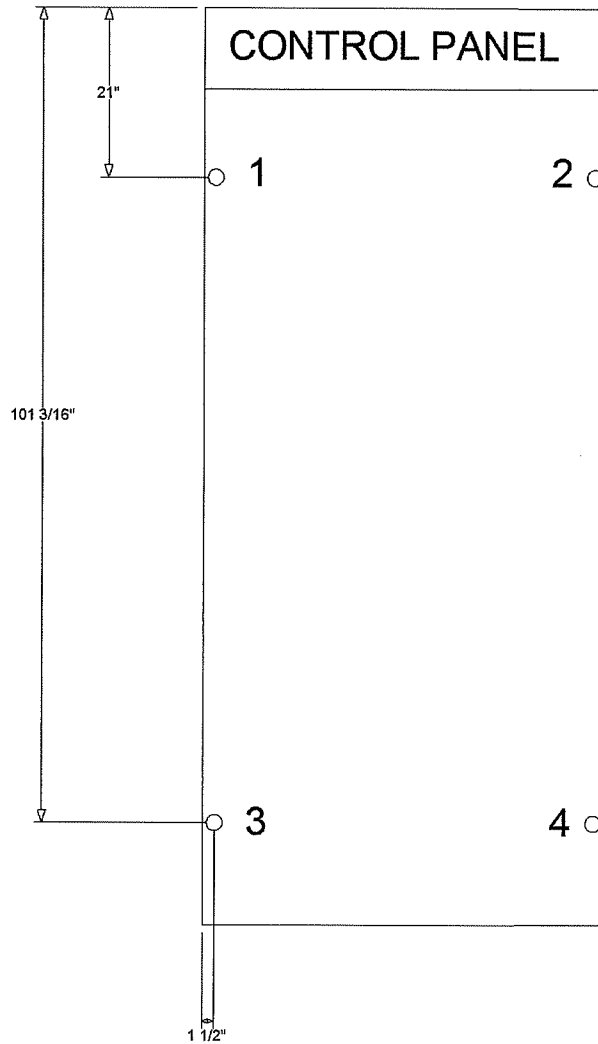


TRANE

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For: Quantity: 1

UNIT SIZE	MOUNTING LOCATIONS & POINT LOAD WEIGHTS				TOTAL OPERATING WEIGHT
	1	2	3	4	
026	792 lb	614 lb	369 lb	420 lb	2,279 lb

MOUNTING HOLE DIAMETER 3/4"

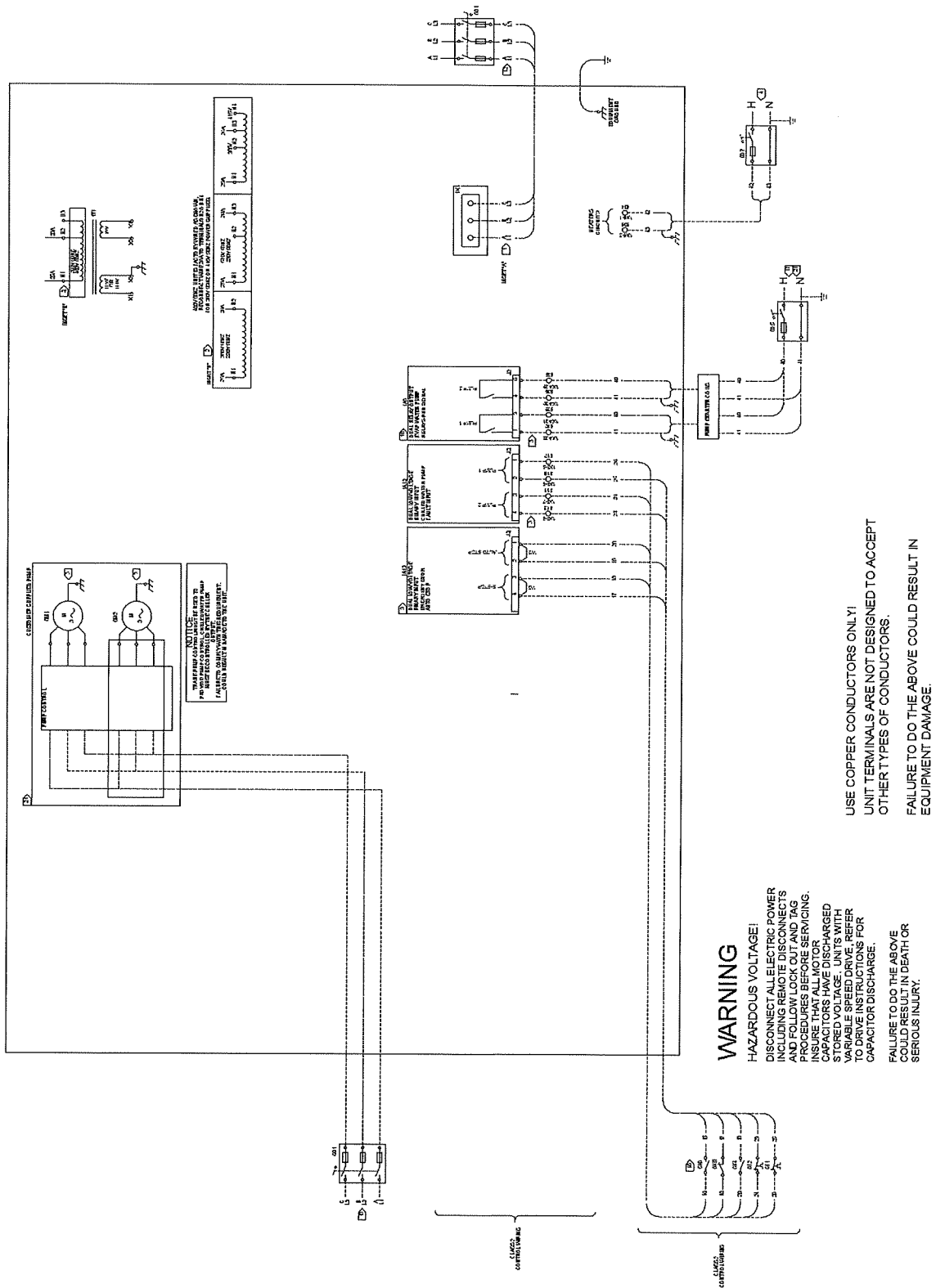


TOP VIEW



TRANE®

Job Name: City of Livonia Sandburg Library Unit Tag: CGAM-1
chiller
Prepared For:
Quantity: 1





- 1 SINGLE SOURCE POWER IS PROVIDED AS STANDARD ON THESE PRODUCTS, FIELD CONNECTIONS ARE MADE TO 1X1, OR 1Q2.
- 2 FOR VOLTAGES 200V/60HZ, 220V/50HZ, 380V/60HZ, 460V/60HZ, WIRE 26A SHALL BE CONNECTED TO H2. FOR VOLTAGES 230V/60HZ & 575V/60HZ, WIRE 26A SHALL BE CONNECT TO H3. 400V/50HZ UNIT IS FACTORY WIRED WITH 26A CONNECTED TO H3 - RECONNECT WIRE 26A TO H2 FOR 380V/50HZ, OR H4 FOR 415V/50HZ. H4 IS ONLY AVAILABLE WITH 400V/50HZ PANELS.
- 3 FIELD CONNECTIONS ARE ONLY MADE IN A CUSTOMER PROVIDED PUMP (PTYP=NONE), THESE CONNECTIONS WILL BE MADE BY THE FACTORY WHEN THE PUMP IS PROVIDED BY THE FACTORY (PTYP=DHHP).
- 4 CUSTOMER SUPPLIED POWER 115/60/1 OR 220/50/1 TO POWER RELAYS. MAX FUSE SIZE IS 20 AMPS. GROUND ALL CUSTOMER SUPPLIED POWER SUPPLIES AS REQUIRED BY APPLICABLE CODES. GREEN GROUND SCREWS ARE PROVIDED IN UNIT CONTROL PANEL.
- 5 WIRED TO NEXT UNIT. 22 AWG SHIELDED COMMUNICATION WIRE EQUIVALENT TO HELIX LF22P0014216 RECOMMENDED. THE SUM TOTAL OF ALL INTERCONNECTED CABLE SEGMENTS NOT TO EXCEED 4500 FEET. CONNECTION TOPOLOGY SHOULD BE DAISY CHAIN. REFER TO BUILDING AUTOMATION SYSTEM (BAS) COMMUNICATION INSTALLATION LITERATURE FOR END OF LINE TERMINATION RESISTOR REQUIREMENTS.
- 6 WIRED TO TRACER OR OTHER TRANE REMOTE DEVICE. 22 AWG SHIELDED COMMUNICATION WIRE EQUIVALENT TO HELIX LF22P0014216 RECOMMENDED. THE SUM TOTAL OF ALL INTERCONNECTED CABLE SEGMENTS NOT TO EXCEED 4500 FEET. CONNECTION TOPOLOGY SHOULD BE DAISY CHAIN. REFER TO BUILDING AUTOMATION SYSTEM (BAS) COMMUNICATION INSTALLATION LITERATURE FOR END OF LINE TERMINATION RESISTOR REQUIREMENTS.
- 7 WIRED TO CUSTOMER CHILLED WATER SET POINT 2-10V OR 4-20mA.
- 8 WIRED TO CUSTOMER EXTERNAL DEMAND LIMIT 2-10V OR 4-20mA.
- 9 WIRED TO CUSTOMER 2-10V OR 4-20mA % CAPACITY ANNUNCIATOR.
- 10 CUSTOMER SUPPLIED POWER 115/60/1 TO CONVENIENCE OUTLET. MAX FUSE SIZE IS 25A. GROUND ALL CUSTOMER SUPPLIED POWER SUPPLIES AS REQUIRED BY APPLICABLE CODES. GREEN GROUND SCREWS ARE PROVIDED IN UNIT CONTROL PANEL.
11. REFER TO CGAM ELECTRICAL SCHEMATIC FOR SPECIFIC ELECTRICAL CONNECTION INFORMATION AND NOTES PERTAINING TO WIRING INSTALLATION.
- 12 ALL UNIT POWER WIRING MUST BE 600 VOLT COPPER CONDUCTORS ONLY AND HAVE A MINIMUM TEMPERATURE INSULATION RATING OF 90 DEGREE C. REFER TO UNIT NAMEPLATE FOR MINIMUM CIRCUIT AMPACITY AND MAXIMUM OVERCURRENT PROTECTION DEVICE. PROVIDE AN EQUIPMENT GROUND IN ACCORDANCE WITH APPLICABLE ELECTRIC CODES. REFER TO WIRE RANGE TABLE FOR LUG SIZES.
13. ALL FIELD WIRING MUST BE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE AND LOCAL REQUIREMENTS.
14. ALL CUSTOMER CONTROL CIRCUIT WIRING MUST BE COPPER CONDUCTORS ONLY AND HAVE A MINIMUM INSULATION RATING OF 300 VOLTS. EXCEPT AS NOTED, ALL CUSTOMER WIRING CONNECTIONS ARE MADE TO CIRCUIT BOARD MOUNTED BOX LUGS WITH A WIRE RANGE OF 14 TO 18 AWG OR DIN RAIL MOUNTED SPRING FORCE TERMINALS.
- 15 UNIT PROVIDED DRY CONTACTS FOR THE CONDENSER/CHILLED WATER PUMP CONTROL. RELAYS ARE RATED FOR 7.2 AMPS RESISTIVE, 2.88 AMPS PILOT DUTY, OR 1/2 HP, 7.2 FLA AT 120 VOLTS 60 HZ, CONTACTS ARE RATED FOR 5 AMPS GENERAL PURPOSE DUTY 240 VOLTS.
- 16 CUSTOMER SUPPLIED CONTACTS FOR ALL LOW VOLTAGE CONNECTIONS MUST BE COMPATIBLE WITH DRY CIRCUIT 24 VOLTS DC FOR A 12 mA RESISTIVE LOAD. SILVER OR GOLD PLATED CONTACTS RECOMMENDED.
- 17 FIELD CONNECTIONS ARE ONLY MADE IN A CUSTOMER PROVIDED PUMP. THESE CONNECTIONS WILL BE MADE BY THE FACTORY WHEN THE PUMP IS PROVIDED BY THE FACTORY. CUSTOMER SUPPLIED POWER 115V, 60Hz, 1PH.
- 18 CUSTOMER SUPPLIED 3 PHASE POWER.
- 19 OPTIONAL FIELD ASSIGNED PROGRAMMABLE RELAYS (STAT=PRLY). CLASS 1 FIELD WIRED MODULE, RELAY AT 120V: 7.2A RESISTIVE 2.88A PILOT DUTY, 1/2HP 7.2FLA; AT 240VAC: 5 AMPS GENERAL PURPOSE.
- 20 WIRED TO CUSTOMER 0-10 VDC PUMP SPEED SIGNAL.
- 21 WHEN FACTORY PROVIDED PUMP IS NOT SELECTED. CUSTOMER MUST SUPPLY SUITABLE PUMP SYSTEM. REFER TO PUMP MANUFACTURER FOR WIRING REQUIREMENTS.
- 22 THE CONTACTS FOR AUTO STOP AND EMERGENCY STOP SWITCHES ARE JUMPERED AT THE FACTORY BY JUMPERS W2 & W3 TO ENABLE UNIT OPERATION. IF REMOTE CONTROL IS DESIRED, REMOVED THE JUMPERS AND CONNECT TO THE DESIRED CONTROL CIRCUIT.
- 23 1A15, LCI MODULE USED WHEN (COMM = LCI).
- 24 1A41, BACNET INTERFACE MODULE USED WHEN (COMM = BCNT).



Foundation

Provide rigid, non-warping mounting pads or a concrete foundation of sufficient strength and mass to support the applicable operating weight (i.e. including completed piping, and full operating charges of refrigerant, oil and water). The expectation of Trane equipment is that piping is fully supported by an independent structure/system, without being connected to the waterbox. Once in place, the unit must be level within 1/2" across the length and width of the unit. The Trane Company is not responsible for equipment problems resulting from an improperly designed or constructed foundation.

Center Of Gravity

Different unit configurations and options may cause a variation in the center of gravity from what is listed in the submittal.. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.

General

Units are constructed of a galvanized steel frame with galvanized steel panels and access doors. Component surfaces are finished with a powder-coated paint.

Each unit ships with full operating charges of refrigerant and oil.

Compressor and Motor

The unit is equipped with two hermetic, direct-drive, 3600 rpm 60 Hz suction gas-cooled scroll compressors. The simple design has only three major moving parts and a completely enclosed compression chamber which leads to increased efficiency. Overload protection is internal to the compressors. The compressor includes: centrifugal oil pump, oil level sight glass and oil charging valve. Each compressor will have compressor heaters installed and properly sized to minimize the amount of liquid refrigerant present in the oil sump during off cycles.

Unit-Mounted Starter

The control panel is designed per UL 1995. The starter is in an across-the-line configuration, factory-mounted and fully pre-wired to the compressor motor and control panel. Typically, Trane scroll compressors are up to full speed in one second when started across-the-line.

A factory-installed, factory-wired 820 VA control power transformer provides all unit control power (120 Vac secondary) and Trane CH530 module power (24 Vac secondary).

Power line connection type is standard with a terminal block.

Power Connection

Power connections include main three-phase power and one separate 115V, 20 amp customer provided single phase power connection is required to power the heaters (if used for freeze protection).

Short circuit current rating of 5 kA is provided.

Evaporator

Braze plate evaporator is made of stainless steel with copper as the braze material. It is designed to withstand a refrigerant side working pressure of 430 psig (29.6 bars) and a waterside working pressure of 150 psig (10.5 bars). Evaporator is tested at 1.1 times maximum allowable refrigerant side working pressure and 1.5 times maximum allowable water side working pressure. It has one water pass. A water strainer and a flow switch are factory installed.

Immersion heaters protect the evaporator to an ambient of -20°F (-29°C).

All evaporators have grooved pipe connections.

Note: An additional 115V, 20 amp field provided single phase power connection is required to power the heaters (if used for freeze protection).

**Condenser**

Air-cooled condenser coils have lanced aluminum fins mechanically bonded to internally-finned copper tubing.

The condenser coil has an integral sub-cooling circuit. The maximum allowable working pressure of the condenser is 650 psig (44.8 bars). Condensers are factory proof tested at 650 psig (44.8 bars).

Direct-drive vertical discharge condenser fans are balanced and individually protected. Three-phase condenser fan motors with permanently lubricated ball bearings and external thermal overload protection are provided.

A variable speed drive on the first fan of each circuit allows the unit to start and operate with ambient temperatures between 0.0 F and 125.0 F.

Refrigerant Circuits

The unit has a single refrigerant circuit. The circuit has Trane scroll compressors piped in parallel with a passive oil management system. A passive oil management system maintains proper oil levels within compressors and has no moving parts. Each refrigerant circuit includes filter drier, electronic expansion valve, liquid line and discharge service valves. Capacity modulation is achieved by turning compressors on and off. The unit has two capacity stages.

Data contained in available reports includes: water and air temperatures, refrigerant pressures and temperatures, flow switch status, EXV position, and compressor starts and run-time. All necessary settings and setpoints are programmed into the microprocessor-based controller via the operator interface. The controller is capable of receiving signals simultaneously from a variety of control sources, in any combination, and priority order of control sources can be programmed.

From: [Lovin, Sammy](#)
To: [Rushlow, Jacob](#)
Subject: FW: Sandburg Library chiller
Date: Thursday, July 14, 2022 1:37:14 PM
Attachments: [image001.png](#)
[City of Livonia Sandburg Library chiller rev2.pdf](#)

This is the new quote for the chiller.

Sammy Lovin

Facility Maintenance Supervisor
City of Livonia | DPW Building Maintenance
(734) 466-2643
slovin@livonia.gov

From: Pollis, Arnold <APollis@livonia.gov>
Sent: Thursday, July 14, 2022 1:21 PM
To: Lovin, Sammy <slovin@livonia.gov>
Subject: Fwd: Sandburg Library chiller

Sent from my iPhone

Arnold Pollis

Building Maintenance Foreman
City of Livonia | DPW Building Maintenance
(734) 466-2653
APollis@livonia.gov

Begin forwarded message:

From: "McIntosh, John" <JMcintosh@trane.com>
Date: July 14, 2022 at 12:44:48 PM EDT
To: "Pollis, Arnold" <APollis@livonia.gov>
Subject: Sandburg Library chiller

Arnold,

Updated the dates, pricing stays the same, but proposal is now only good for 15 days.

Let me know if you haven questions

Thank you

John McIntosh

Account Manager,
Engineer, LEED® AP

Existing Building Solutions
Trane Commercial Systems
37001 Industrial Rd.
Livonia, Mi 48150
Tel: 734-452-2058
Fax: 734-452-2020
Mobile: 248-521-1263
E-mail: jmcintosh@trane.com
www.trane.com

**TO REQUEST SERVICE PLEASE CONTACT: detroit@trane.com or
734.452.2050**

"Scientists study the world as it is; engineers create the world that has never been."

—Theodore von Kármán

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Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

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DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
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Prepared For:
City of Livonia

Date: July 14, 2022

Proposal Number: M1-117991-1

Job Name:

City of Livonia Sandburg Library chiller
30100 7 Mile Road
LIVONIA, MI 48152

Bid Date: July 14, 2022

Delivery Terms:

Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:

Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CGAM-1	1	20-130 Ton Air-Cooled (CGAM)	CGAM026B2--2AXD2A1A1D1AX-A1A1A4XXXXXA1A3X1D1XXC-X

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CGAM-1

Air-Cooled Scroll Packaged Chiller
Startup Included - Trane Service must start equipment for warranty to be honored
26 nominal tons
60 hertz
230 volt 3 phases
High efficiency/performance
Full factory refrigerant charge (HFC-410A)
With factory installed freeze protection
Refrigerant isolation valves (discharge valve)
UL listed to US and Canadian safety standard
ASHRAE 90.1 2010 compliant
AHRI certified
Factory installed flow switch - set point 15 cm/sec
Leaving evaporator below 10F (-12.2C)
Grooved pipe connection
Factory insulation 0.75"
Performance based on propylene glycol
Wide ambient (0 to 125F/-18 to 52C)
Lanced aluminum fins
Across the line starter/direct on line
Single point connection main line unit power-ancillary items require other power

Terminal block conn for incoming lines
Enclosure type UL 1995 rated for outdoor applications
BACnet interface
Default A short circuit rating
Elastomeric isolators
With water strainer factory installed
Super quiet
2nd-5th year compressor parts
1st year labor warranty

Performance Data - Air-Cooled Scroll

Tags	CGAM-1
Field Purchased Evaporative Pre-Cooler	No Pre-Cooling

Job Information



20-130 Ton Air-Cooled

Tag	CGAM-1
Model Number	CGAM026
Quantity	1
Trane Select Assist Version	257
Unit nominal tonnage	26 tons
Unit type	High efficiency



General Information

Sound attenuator package	Super quiet	IPLV.IP	14.73 EER (Btu/W-h)
Refrigerant	R410A	NPLV.IP	14.69 EER (Btu/W-h)
Refrigeration capacity	24.41 tons	Sound power level	86 dBA
Full load refrigeration efficiency	9.783 EER (Btu/W-h)	Sound pressure level *	61 dBA
Note: * At 30 feet in free field.			

Evaporator Information

Evaporator application	Low temp below 10F	Fouling factor	0.000100 hr-sq ft-deg F/ Btu
Entering temperature	55.00 F	Saturated temperature-ckt 1	36.4 F
Leaving temperature	45.00 F	Saturated temperature-ckt 2	0.0 F
Fluid flow rate	63.95 gpm	Minimum flow rate	29.80 gpm
Pressure drop	20.2 ft H2O	Pressure drop at min flow rate	5.24 ft H2O
Total PD evap+strainer	22.5 ft H2O	Flow switch set point	Flow switch set point 15 cm/sec
Evap fluid type	Propylene glycol	Freeze protection (factory inst)	With freeze protection
Evap fluid freeze point	-5.94 F		
Evap fluid concentration	40.00 %		

Condenser Information

Unit application	Wide ambient	FLA - Condenser Fan (each)	6.70 A
Ambient air temperature	95.0 F	Total airflow	19178 cfm
Elevation	0.000 ft	Fin material	Lanced aluminum
Number of Fans	2.00 Each	Saturated temperature-ckt 1	123.7 F
Fan power	2.510 kW	Saturated temperature-ckt 2	0.0 F

Compressor Information

Number of compressors	2		<u>RLA</u>	<u>LRA</u>
Number of circuits	1	Compressor A	45.00 A	315.00 A
Refrigeration capacity steps	2	Compressor B	45.00 A	315.00 A
Compressor power input	27.24 kW			

Electrical Information

Unit voltage	230. volt 3 phases		<u>MCA</u>	<u>MOP</u>
Unit hertz	60. hertz	Single point power	117 A	150 A
Short circuit	Default	Incoming power line connection	Single point	
Short circuit current rating	5000 A	Starter type	Across the line	
Total power input	29.94 kW			

Note: Unit power includes: compressors, condenser fans, and control kW

Job Information

Tag **CGAM-1**
 Model Number **CGAM026**
 Quantity **1**
 Trane Select Assist Version **257**
 Unit nominal tonnage **26 tons**
 Unit type **High efficiency**



Evaporator contains a glycol or other secondary coolants for freeze protection with a leaving chilled fluid temperature above 32° F and is certified in accordance with the AHRI Air-Cooled Water Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) when tested with water at Standard Rating Conditions. Certified units may be found in the AHRI Directory at www.ahridirectory.org.

**Physical Information**

Length	114 in	Water connection (inlet)	2.500 in
Width	50 in	Refrigerant charge circuit 1	34.0 lb
Height	85 in	Oil charge circuit 1	1.74 gal
Operating weight	2279 lb		
Shipping weight	2249 lb		

Information for LEED Projects

ASHRAE 90.1/CSA compliance	ASHRAE 2010	IPLV	14.73 EER (Btu/W-h)
Refrigerant charge circuit 1	34.0 lb	Rated refrigeration capacity (AHRI)	25.00 tons
		Rated cooling efficiency	9.955 EER (Btu/W-h)

Note: This product meets the minimum efficiency requirements of ASHRAE Standard 90.1 and CANS/CSA C743 version 2010 (which are based on AHRI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section.

The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.

Mechanical Specifications - Air-Cooled Scroll**Item: A1 Qty: 1 Tag(s): CGAM-1****Foundation**

Provide rigid, non-warping mounting pads or a concrete foundation of sufficient strength and mass to support the applicable operating weight (i.e. including completed piping, and full operating charges of refrigerant, oil and water). The expectation of Trane equipment is that piping is fully supported by an independent structure/system, without being connected to the waterbox. Once in place, the unit must be level within 1/2" across the length and width of the unit. The Trane Company is not responsible for equipment problems resulting from an improperly designed or constructed foundation.

Center Of Gravity

Different unit configurations and options may cause a variation in the center of gravity from what is listed in the submittal.. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.

General

Units are constructed of a galvanized steel frame with galvanized steel panels and access doors. Component surfaces are finished with a powder-coated paint.

Each unit ships with full operating charges of refrigerant and oil.

Compressor and Motor

The unit is equipped with two hermetic, direct-drive, 3600 rpm 60 Hz suction gas-cooled scroll compressors. The simple design has only three major moving parts and a completely enclosed compression chamber which leads to increased efficiency. Overload protection is internal to the compressors. The compressor includes: centrifugal oil pump, oil level sight glass and oil charging valve. Each compressor will have compressor heaters installed and properly sized to minimize the amount of liquid refrigerant present in the oil sump during off cycles.

Unit-Mounted Starter

The control panel is designed per UL 1995. The starter is in an across-the-line configuration, factory-mounted and fully pre-wired to the compressor motor and control panel. Typically, Trane scroll compressors are up to full speed in one second when started across-the-line.

A factory-installed, factory-wired 820 VA control power transformer provides all unit control power (120 Vac secondary) and Trane CH530 module power (24 Vac secondary).

Power line connection type is standard with a terminal block.

Power Connection

Power connections include main three-phase power and one separate 115V, 20 amp customer provided single phase power connection is required to power the heaters (if used for freeze protection).

Short circuit current rating of 5 kA is provided.

Evaporator

Braze plate evaporator is made of stainless steel with copper as the braze material. It is designed to withstand a refrigerant side working pressure of 430 psig (29.6 bars) and a waterside working pressure of 150 psig (10.5 bars). Evaporator is tested at 1.1 times maximum allowable refrigerant side working pressure and 1.5 times maximum allowable water side working pressure. It has one water pass. A water strainer and a flow switch are factory installed.

Immersion heaters protect the evaporator to an ambient of -20°F (-29°C).

All evaporators have grooved pipe connections.

Note: An additional 115V, 20 amp field provided single phase power connection is required to power the heaters (if used for freeze protection).

Condenser

Air-cooled condenser coils have lanced aluminum fins mechanically bonded to internally-finned copper tubing.

The condenser coil has an integral sub-cooling circuit. The maximum allowable working pressure of the condenser is 650 psig (44.8 bars). Condensers are factory proof tested at 650 psig (44.8 bars).

Direct-drive vertical discharge condenser fans are balanced and individually protected. Three-phase condenser fan motors with permanently lubricated ball bearings and external thermal overload protection are provided.

A variable speed drive on the first fan of each circuit allows the unit to start and operate with ambient temperatures between 0.0 F and 125.0 F.

Refrigerant Circuits

The unit has a single refrigerant circuit. The circuit has Trane scroll compressors piped in parallel with a passive oil management system. A passive oil management system maintains proper oil levels within compressors and has no moving parts. Each refrigerant circuit includes filter drier, electronic expansion valve, liquid line and discharge service valves. Capacity modulation is achieved by turning compressors on and off. The unit has two capacity stages.

Data contained in available reports includes: water and air temperatures, refrigerant pressures and temperatures, flow switch status, EXV position, and compressor starts and run-time. All necessary settings and setpoints are programmed into the microprocessor-based controller via the operator interface. The controller is capable of receiving signals simultaneously from a variety of control sources, in any combination, and priority order of control sources can be programmed.

Communications

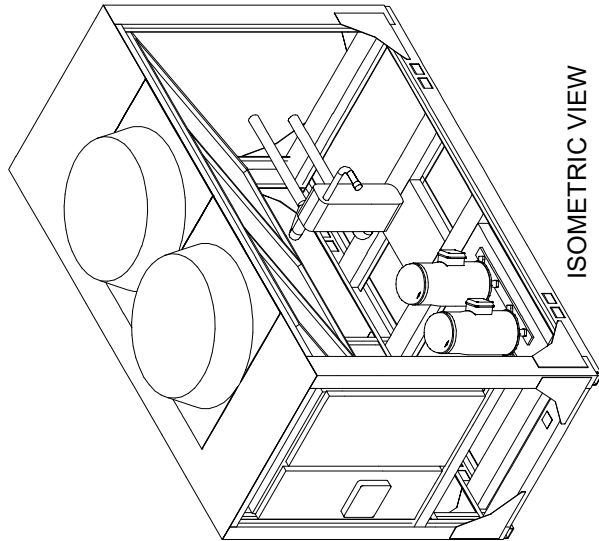
BACNet Interface allows the user to easily interface using BACNet MS/TP via a single twisted-pair wiring to a factory-installed and tested communication board.

Isolators

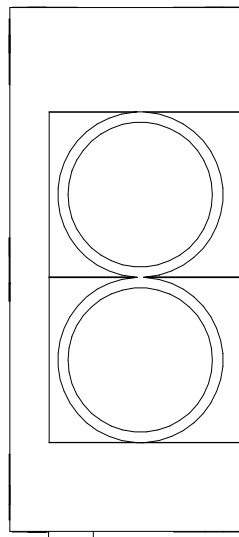
Molded elastomeric isolators, sized to reduce vibration transmission to the supporting structure when the unit is installed, ship with the chiller.

INLET/OUTLET WATER
 CONNECTION SIZE
 2.5" (65mm)

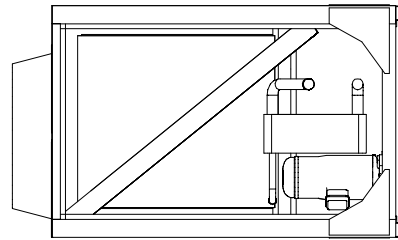
BRAZE PLATE
 WATER VOLUME/STORAGE
 2.2 GAL (8.3 LITERS)



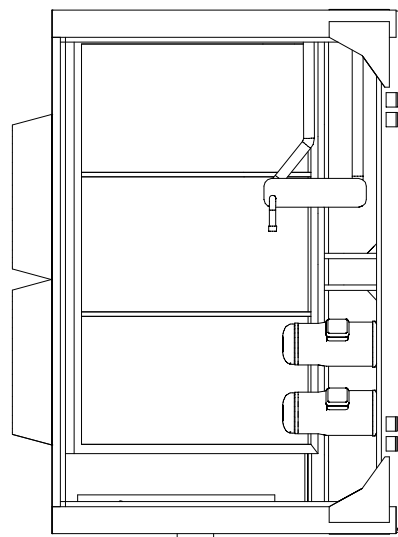
ISOMETRIC VIEW



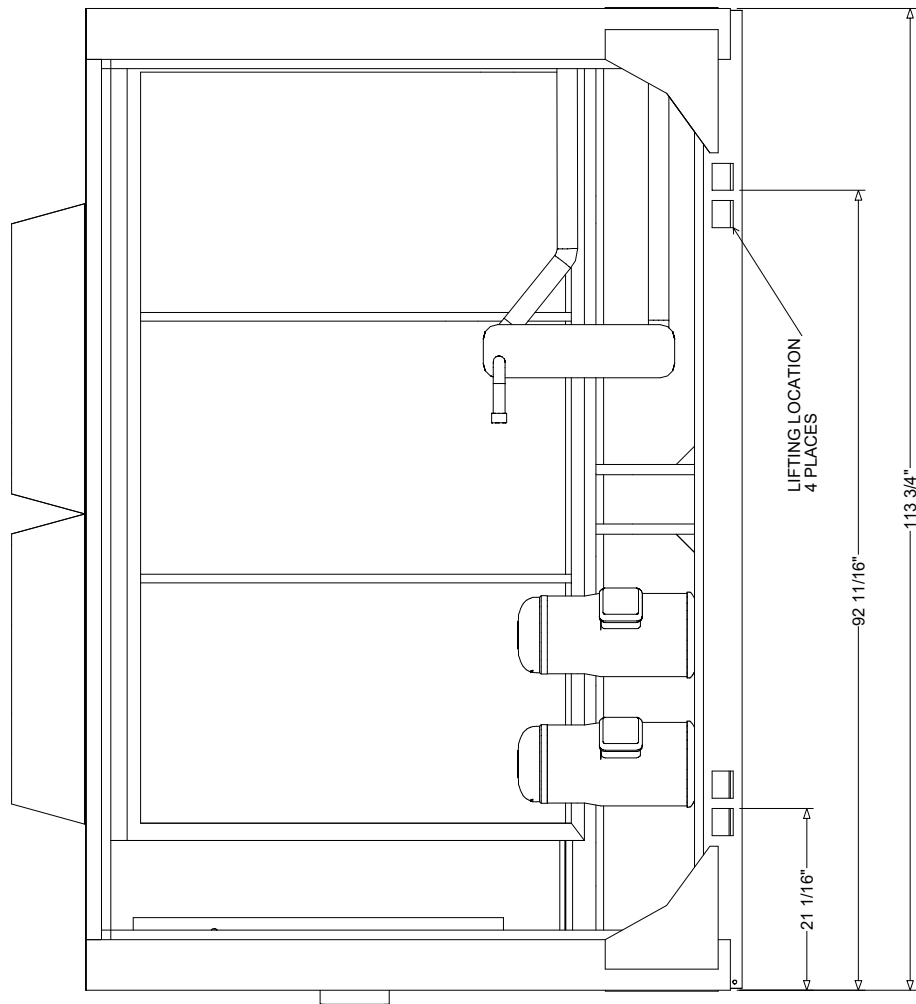
TOP VIEW



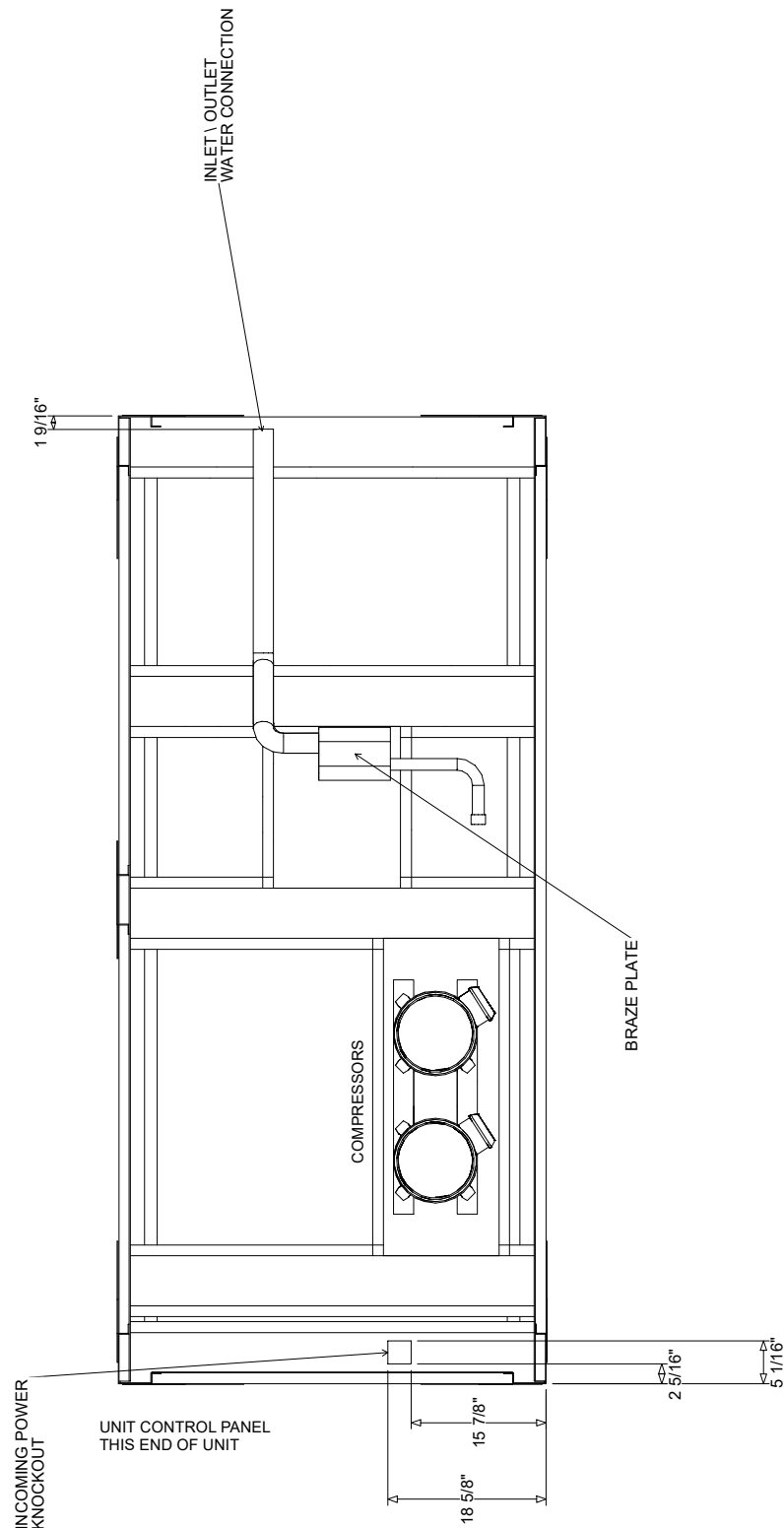
BACK VIEW



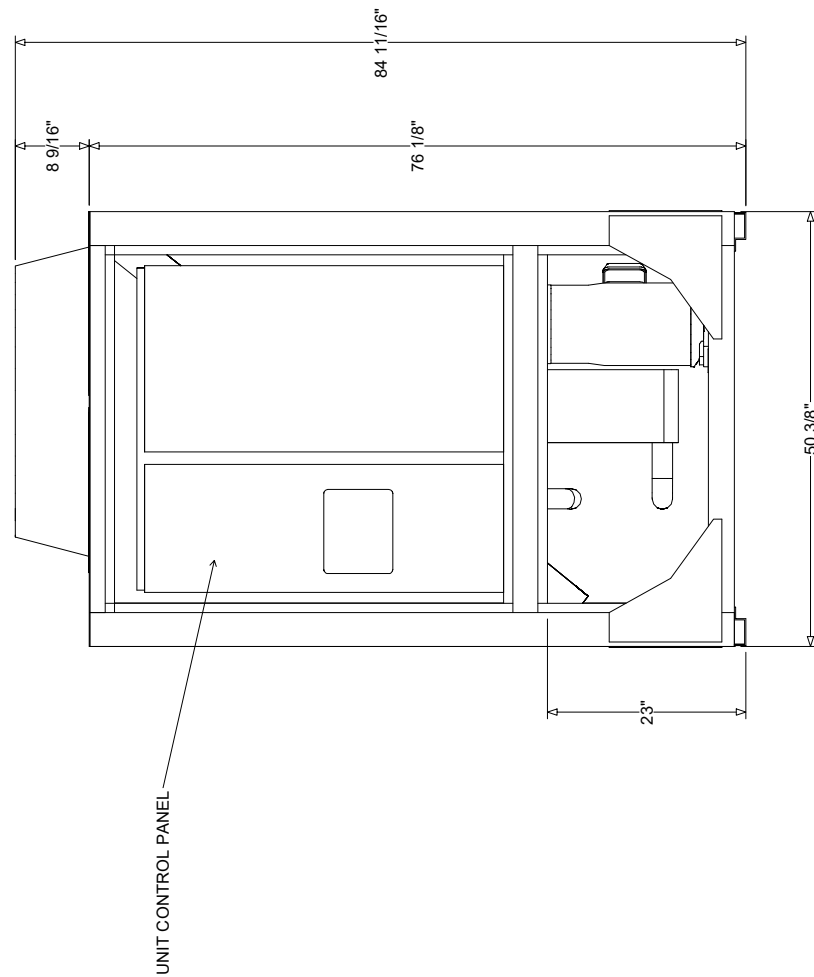
RIGHT SIDE VIEW



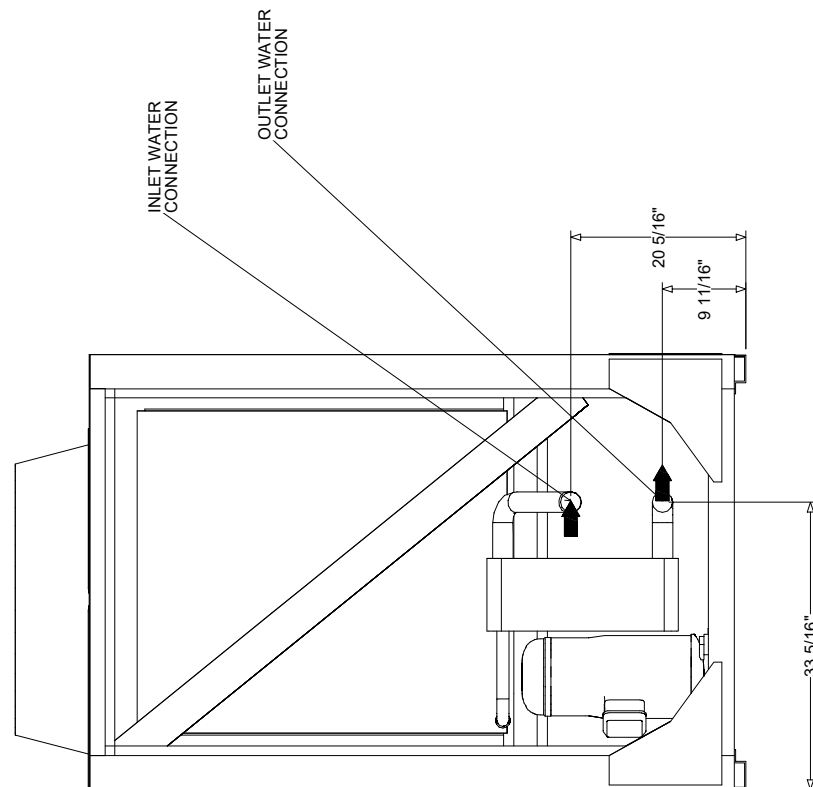
RIGHT SIDE VIEW

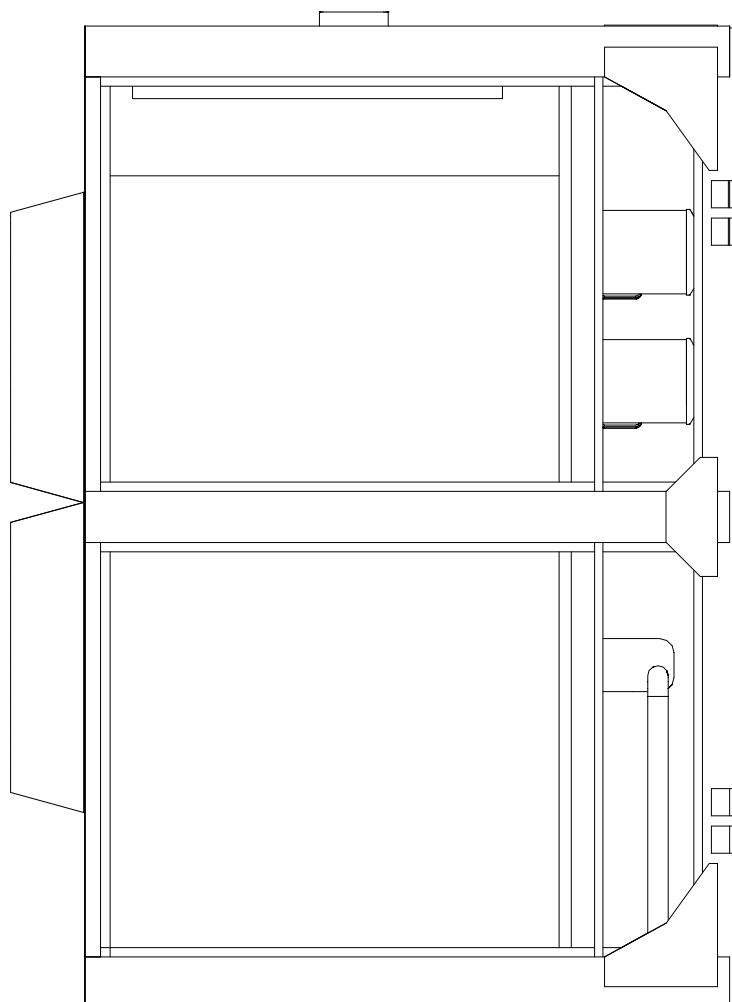


TOP VIEW
CONDENSER, CONTROL PANEL AND
VSD (WHEN ORDERED) REMOVED FOR CLARITY

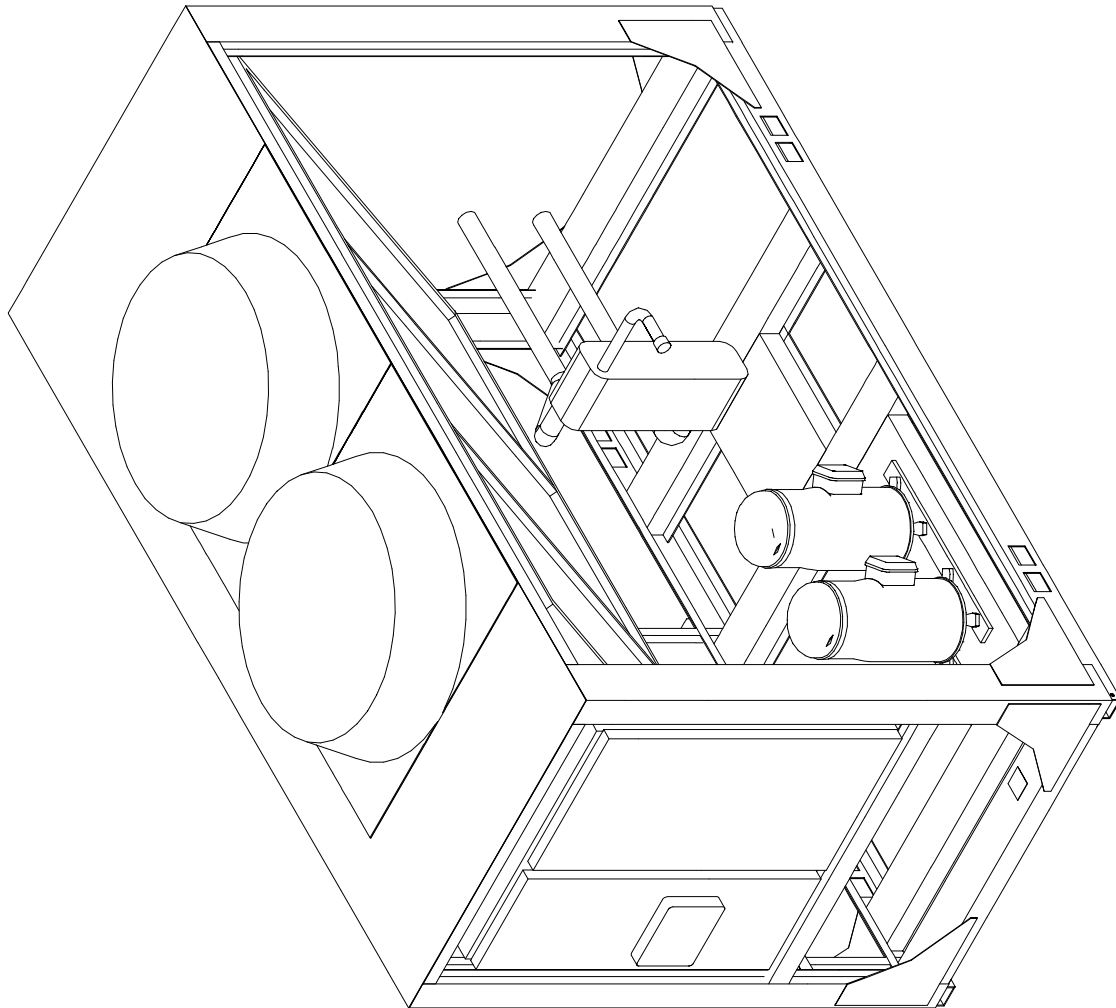


FRONT VIEW





LEFT SIDE VIEW



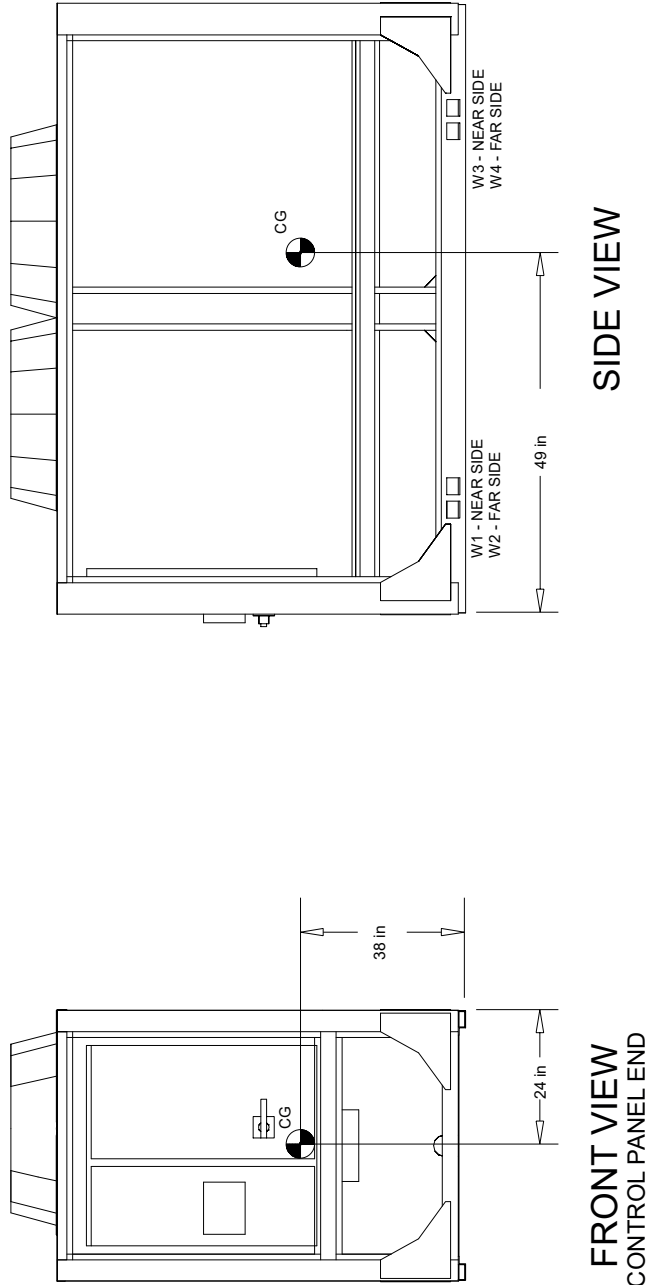
ISOMETRIC VIEW

Weight, Clearance & Rigging Diagram - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CGAM-1

UNIT CENTER OF GRAVITY

LIFTING WEIGHTS				
W1	W2	W3	W4	SHIPPING WEIGHT
703 lb	607 lb	459 lb	396 lb	2249.4 lb

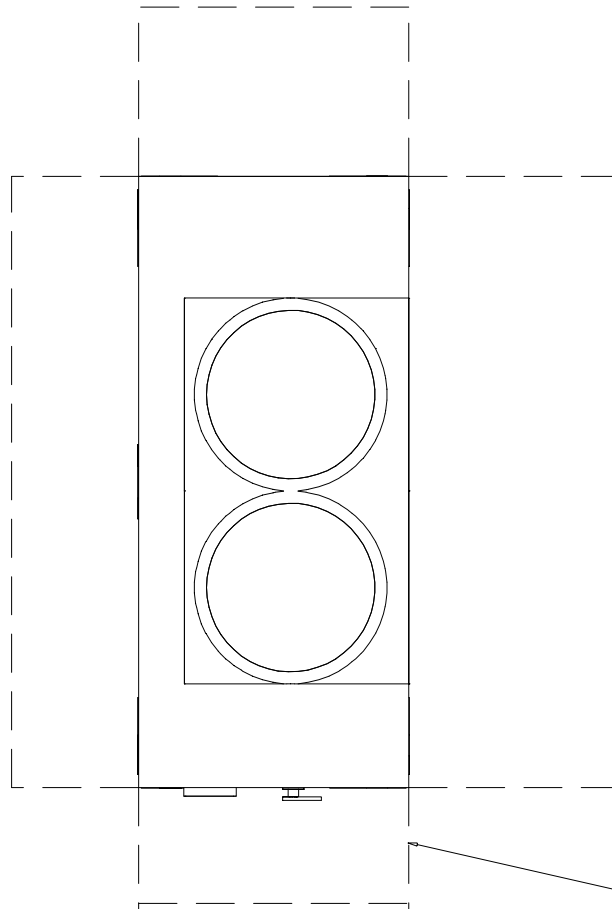


Different unit configurations and options may cause a variation in the center of gravity from what is listed. Refer to the Installation, Operating and Maintenance manual for specific lifting instructions.

Weight, Clearance & Rigging Diagram - Air-Cooled Scroll
Item: A1 Qty: 1 Tag(s): CGAM-1

UNIT CLEARANCE

NO OBSTRUCTIONS ABOVE THE CONDENSER



The distance provided is the minimum clearance required for the door(s) to swing fully open. The unit may require additional clearance per NFPA 70 (NEC) Article 110.26. All National, State and Local electrical codes shall be followed when installing the unit.

- NO OBSTRUCTIONS RECOMMENDED.
 Area Required for unit operation, maintenance, and access panel.
 - MORE CLEARANCE MAY BE NEEDED FOR AIRFLOW DEPENDING UPON THE INSTALLATION. REFER TO THE CLOSE SPACING BULLETIN.

TOP VIEW

Weight, Clearance & Rigging Diagram - Air-Cooled Scroll**Item: A1 Qty: 1 Tag(s): CGAM-1****UNIT RIGGING**

LIFTING A UNIT WITH EQUAL LENGTH STRAPS WILL NOT PRODUCE A LEVEL UNIT DURING THE LIFT BECAUSE THE CG WILL NOT BE AT THE MIDPOINT BETWEEN THE BASE LIFTING HOLES. THE FOLLOWING ADJUSTMENTS MUST BE MADE TO PRODUCE A LEVEL LIFT:

- SINGLE SPREADER BAR LIFTING METHOD
IF THE UNIT CG IS CLOSER TO THE CONTROL PANEL, THE STRAPS ON THE CONTROL PANEL SIDE OF THE SPREADER BAR MUST BE ADJUSTED TO BE SHORTER THAN THOSE ON THE OPPOSITE SIDE OF THE SPREADER BAR, ALLOWING THE SPREADER BAR TO MOVE TOWARD THE CONTROL PANEL AND OVER THE UNIT CG. SEVERAL ADJUSTMENTS OF THE STRAP LENGTH MAY BE REQUIRED TO PRODUCE A LEVEL UNIT DURING LIFT.
- H-TYPE SPREADER BAR LIFTING METHOD
IF THE STRAPS FROM THE H BAR TO THE UNIT BASE ARE THE SAME LENGTH, THE CRANE LIFTING POINT ON THE CENTER WEB OF THE H BAR MUST BE ADJUSTED TO PRODUCE A LEVEL UNIT LIFT.

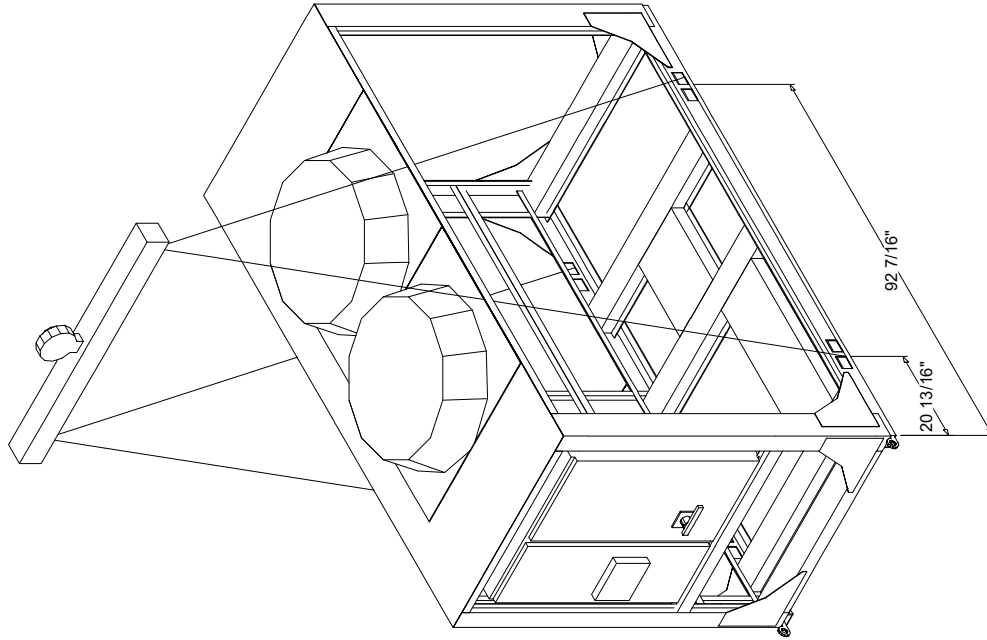
⚠ WARNING

IMPROPER LIFTING AND MOVING!

USE SPREADER BAR AS SHOWN IN DIAGRAM. REFER TO INSTALLATION MANUAL OR NAMEPLATE FOR UNIT WEIGHT. REFER TO INSTALLATION INSTRUCTIONS LOCATED INSIDE CONTROL PANEL FOR FURTHER RIGGING INFORMATION.

OTHER LIFTING ARRANGEMENTS COULD RESULT IN DEATH, SERIOUS INJURY OR EQUIPMENT DAMAGE.

DO NOT ALLOW LIFTING STRAPS TO CONTACT UNIT DURING LIFT!

**ISOMETRIC VIEW**

Total Net Price (Excluding Sales Tax)\$ 37,500.00

Tax Status: Taxable ☐ Exempt ☐	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
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COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: John McIntosh
_____	Cell: (248) 521-1263
Printed Name	Office: (734) 452-2000
_____	_____
Title	Authorized Representative
Purchase Order _____	_____
_____	Title
Acceptance Date _____	_____
_____	Signature Date

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc..

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION**

OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall

not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

8

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

9. REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, re: for the additional scope of work for the Seven Mile Road Water Main Replacement Project, from budgeted funds.

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council.

Councilmember Brandon McCullough asked if a utility assessment was included in the contract. Jacob Rushlow responded there was a utility assessment. The new fiber lines don't have accurate records to provide, which creates conflicts. Councilmember McCullough asked if there was a possibility to hire an outside company to do a special utility assessment. Jacob stated that it would be very costly.

Councilmember Brandon McCullough offered an approving resolution on the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW
July 8, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

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

AGENDA ITEM

REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, re: for the additional scope of work for the Seven Mile Road Water Main Replacement Project, from budgeted funds.

BACKGROUND

The 7 Mile Road water main replacement project was awarded to Bidigare Contractors, Inc. per Council Resolution 272-21. The intended method of construction was trenchless pipe bursting. During installation of the new water main it became apparent due to unforeseen conflicts that the construction method would require some opencut trenching to complete the work. This change necessitated the need to remove and replace a significant amount of sidewalk, sidewalk ramps, and some concrete curb & gutter, road pavement, and a driveway approach, as well as additional turf restoration with seed and mulch.

RECOMMENDATION

In order to proceed with payment for these additional scope of work items, the Department of Public Works requests that Council authorize an additional expenditure not-to-exceed \$31,515.41 from budgeted funds of the Water and Sewer Fund (592-158-000) and authorize payment to Bidigare Contractors, Inc.

FISCAL CONSIDERATION

592-158-000

ATTACHMENTS

1. LTC S072522 Seven Mile Water Main Repl Project
2. Livonia_Seven Mile Water Main Replacement_CO No.2
3. R082321 Approval to amend contract and auth pmt for water main repl on Seven Mile CR 272-21

APPROVED BY



Don Rohraff, Director of Public Works

Date: July 12, 2022



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

Date: July 12, 2022



Michael Slater, Finance Director

Date: July 12, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022

CHANGE ORDER



Project: City of Livonia - DPW - Seven Mile Water Main Replacement

Owner: City of Livonia - DPW
12973 Farmington Road
Livonia, MI 48150

Contractor: Bidigare Contractors Inc.
939 S. Mill Street
Plymouth, MI 48170
(248) 735-1113

Job Number: 0090-21-0153

Change Order Number: 2

Date: 6/22/2022

Print Date: 6/22/2022

Note:

TO THE CONTRACTOR:

You are hereby directed to comply with the changes to the contract documents. This change order reflects work completed or anticipated.

OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
(734) 522-6711

CURRENT PROJECT PLANS AND SPECIFICATIONS WILL BE ADHERED TO UNLESS SPECIFICALLY CHANGED BY THIS CHANGE ORDER DOCUMENT.

THE CONTRACT AMOUNT WILL BE CHANGED BY THE SUM OF:	\$31,515.41
Original Contract Amount:	\$502,650.00
Contract Amount Including Previous Change Orders:	\$512,793.50
Amount of this Change Order:	<u>\$31,515.41</u>
REVISED CONTRACT AMOUNT:	\$544,308.91

Accepted By

Bidigare Contractors Inc. _____ Date _____

Approved By

Jacob Rushlow - Superintendent of Public Works - City of Livonia - DPW _____ Date _____

Prepared By

Michael McNutt, Engineer _____ Date _____

Items

Item No.	Description	Previous Authorized Quantity	Quantity Change	New Authorized Quantity	Unit Price	Total Increase
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT						
Division: A						
9	Pavement Remove & Replace Asph Drives	50.00 Syd	57.22	107.22	\$90.00	\$5,149.80
15	Surface Restoration Seeding	500.00 Syd	756.33	1256.33	\$17.00	\$12,857.61
Additional Items to the Contract:						
53	Sidewalk, Conc, 4 inch	0.00 Sft	910.48	910.48	\$4.00	\$3,641.92
54	Sidewalk Ramp, Conc, 6 inch	0.00 Sft	347.94	347.94	\$6.00	\$2,087.64
55	Conc Pavt with Integral Curb, Nonreinf, 9 inch	0.00 Syd	92.63	92.63	\$95.00	\$8,799.85
56	Curb Ramp Opening, Conc	0.00 Ft	53.00	53.00	\$32.00	\$1,696.00
57	Pavt, Rem, Modified	0.00 Syd	92.63	92.63	\$6.00	\$555.78
58	Sidewalk, Rem	0.00 Syd	139.81	139.81	\$3.00	\$419.43
59	Curb and Gutter, Rem	0.00 Ft	88.30	88.30	\$1.00	\$88.30
60	Aggregate Base, 4 inch, Modified	0.00 Syd	152.29	152.29	\$2.00	\$304.58
61	Detectable Warning Surface	0.00 Ft	49.90	49.90	\$45.00	\$2,245.50
62	Curb and Gutter, Conc	0.00 Ft	116.90	116.90	\$10.00	\$1,169.00
SUB-TOTAL INCREASES DIVISION A:						\$39,015.41
THE FOLLOWING ITEMS AND OR CONTRACT UNIT PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT						
Division: A						
4	Landscaping Allowance	5000.00 Dlr	-5000.00	0.00	\$1.00	(\$5,000.00)
5	Irrigation System Repair Allowance	2500.00 Dlr	-2500.00	0.00	\$1.00	(\$2,500.00)
SUB-TOTAL DECREASES DIVISION A:						(\$7,500.00)

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

#272-21 RESOLVED, that having considered a communication from the Assistant Director of Public Works, dated August 12, 2021, submitted pursuant to Council Resolution 180-21, adopted on May 24, 2021, 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, to which is attached a proposed amendment to the Engineering contract between the City of Livonia and OHM Advisors, for providing services relative to the DWSRF water main replacement projects, the Council does hereby authorize a contract amendment and accepts the bid of its current construction contractor, Bidigare Contractors, Inc., 939 S. Mill Street, Plymouth, MI 48170, to perform all construction work required in connection with replacing the water main along Seven Mile Road between Meadowridge Drive and Inkster Road for an amount not to exceed \$502,650.00, with Inspector Day costs to be included in the Construction Engineering (CE) costs, to be approved by City Council, based upon the Engineering Division's estimate of units involved and subject to the final payment based on the actual units completed in accordance with the unit prices accepted herein, said amount being approved without competitive bidding per Code of Ordinances Section 3.04.140.D.3 because market prices for labor and materials have risen sharply this year due to shortages, rendering the market uncompetitive, and eliminating any advantage to competitive bidding, the same having been in fact verified by OHM to be in line with current bidding results for neighboring Southeast Michigan communities; FURTHER, 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 OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, to provide design and construction engineering services relative to the water main replacement on Seven Mile Road between Meadowridge Drive and Inkster Road, for an amount not to exceed \$65,400.00 for such services; FURTHER, the aforesaid proposal is accepted without competitive bidding through the Qualification Based Selection Process (QBS), and such action is taken in accordance with Section 3.04.140.D.2.b of the Livonia Code of Ordinances, as amended; FURTHER, the Council does hereby authorize an appropriation and expenditure in a total amount not to exceed \$568,050.00 from budgeted funds of the Water and Sewer Fund (Account No. 592-158-000) for this purpose; and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to execute contract amendments, approved as to form and substance by the Department of Law, with OHM Advisors and Bidigare Contractors, Inc., and to do all other things necessary or incidental to the full performance of this resolution.

Jacob Rushlow, Assistant Director of Public Works, was present to answer questions on this item.

Regular Meeting of August 23, 2021

Following discussion by Council, a roll call vote was taken on the foregoing resolution with the following result:

AYES: Toy, Bahr, White, McCullough, Donovic, Jolly and McIntyre

NAYS: None

The President declared the resolution adopted.

<i>UNFINISHED BUSINESS ITEM 14 (Regular Meeting of August 23, 2021)</i>

Motion by: Toy

Seconded by: Donovic

ROLL CALL:

Ayes: Toy, Bahr, White, McCullough, Donovic, Jolly, McIntyre

Nays: None

Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

9

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

10. REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, re: for preventative maintenance of the sanitary sewer system at the northwest quadrant of Section 34 for an additional \$1,000,000, from the Water and Sewer Fund.

Jacob Rushlow, Assistant Director of Public Works, presented the request to Council.

Council President Jim Jolly asked to clarify that the \$1 million is budgeted from the Water and Sewer Fund. Jacob Rushlow confirmed.

Councilmember Scott Bahr asked if the funds were budgeted for this project or this type of repair. Jacob Rushlow stated that for Capital Improvement budgeting, they always budget for sewer lining rehabilitation in the Water and Sewer budget. Councilmember Bahr asked about the video probing in the city, if it is something brought in only when there is an inefficiency. Jacob replied they do routine inspections, in this case, they found repeated deficiencies, so they brought in a contractor for a more detailed assessment, called a Pipeline Assessment Certification Program.

Councilmember Scott Bahr offered an approving resolution on the Consent agenda.

DIRECTION:	APPROVING	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
July 14, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

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

AGENDA ITEM

REQUEST TO AUTHORIZE ADDITIONAL EXPENDITURE: Department of Public Works, re: for preventative maintenance of the sanitary sewer system at the northwest quadrant of Section 34 for an additional \$1,000,000, from budgeted funds

BACKGROUND

The Department of Public Service regularly performs routine sanitary sewer pipe inspection, cleaning, and chemical root control. The northwest quadrant of Section 34 has been identified as an area with repeated deficiencies requiring more frequent inspections and repairs. To fully assess the condition of the sewers in this area, the Department conducted sewer video inspection of all pipe segments in the northwest quadrant of Section 34. This condition assessment provides us with the detailed information needed to identify areas where rehabilitation measures are needed. The condition assessment reports showed that most pipe segments are in poor structural condition and in dire need of repair to avoid sewer failures. The pipe in this area was originally intended as a combined storm and sanitary sewer collection system that was long ago separated into dedicated storm and sanitary lines, so the remaining sanitary lines have larger diameters ranging from 12 inches to 48 inches. The pipe in this area is primarily non-reinforced concrete pipe and was installed in the 1950's, well past the intended design life. The Department has evaluated the needed pipe rehabilitation costs and recommends performing cured-in-place pipe lining as the most cost effective and least invasive solution.

At the December 18, 2017 council meeting, City Council approved extending a contract with Liqui-Force Services, Inc. (CR #407-17) to perform preventative maintenance along with emergency repairs of the sanitary sewer system, in an amount not to exceed \$350,000 annually for a 5-year period from February 27, 2018 through February 26, 2023 (Liqui-Force Services, Inc. is now known as Inliner Solutions, LLC).

Since we are under contract with Inliner Solutions to perform work required for proper sanitary sewer rehabilitation, the Department of Public Works requests that an additional \$1,000,000 be approved, at the unit prices bid, increasing the not to exceed amount to \$1,350,000 for 2022. Funds were budgeted and available in the Water and Sewer Fund (592) for these needed sewer system improvements. The additional required funding was also previously included in the current Water and Sewer rate calculations.

RECOMMENDATION

Authorize an amendment to the existing contract with Inliner Solutions, LLC (f.k.a. Liqui-Force Services, Inc.), 28529 Goddard Road, Suite 106, Romulus, MI 48174, increasing the not to exceed amount to \$1,350,000 for fiscal year 2022 from funds already budgeted in the Water and Sewer

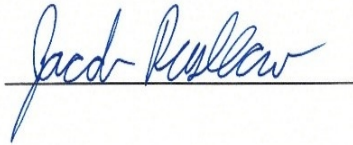
Fund (592).

FISCAL CONSIDERATION

ATTACHMENTS

1. Section 34 NW Quad GIS Base Map
2. Livonia - Sec 34 NW - Rehab Estimate

APPROVED BY



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

Date: July 14, 2022



Don Rohraff, Director of Public Works

Date: July 14, 2022



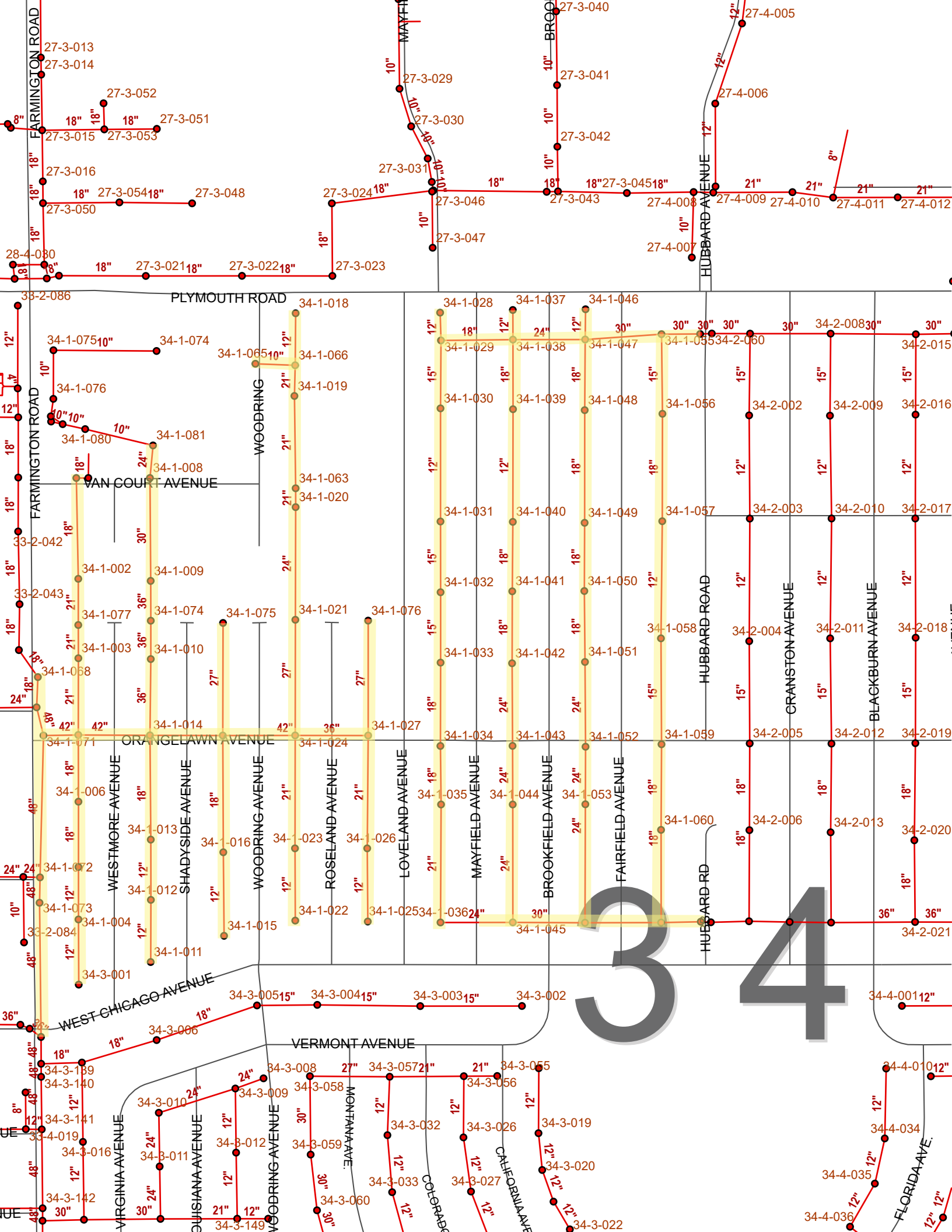
Michael Slater, Finance Director

Date: July 14, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022



City of Livonia Sec. 34 NW (1137102)
Sanitary Sewer Rehabilitation Recommendations
19-Apr-22

Location										Rehabilitation						Price			
Street	Section ID	Start MH	End MH	Pipe Type	Pipe Diameter	Section Length	Total Lateral	Defect Location	Reason For Repair	Comments	MH to MH Liner Length	Point liner Length	Lateral Reinstate	Joint Seal	Lateral Liner	Pipe Preparation	MH to MH CIPP Liner	CIPP Point Liner	Joint Test & Seal (Chemical Grout)
Farmington	566	34-1-068	34-1-069	RCP	18	129.0	0	112.0	Size Change	From 18" to Unknown size. Not to far to 34-1-069						\$ -	\$ -	\$ -	\$ -
Farmington	567	34-1-069	34-1-072	RCP	48	678.0	6		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Farmington	567	34-1-069	34-1-072	RCP	48	678.0	6	120.0	General Information	Blind Tie in from MH 34-1-071						\$ -	\$ -	\$ -	\$ -
Farmington	567	34-1-069	34-1-072	RCP	48	678.0	6	570.0	Heavy Debris	Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Farmington	567 Reversal	34-1-072	34-1-069	RCP	48	678.0	6	101.0	General Information	Survey Abandoned, Reversal Video Is Complete						\$ -	\$ -	\$ -	\$ -
Farmington	568	34-1-071	Blind Tap	RCP	48	18.0	0		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Farmington	569	34-1-072	34-1-073	RCP	48	100.0	1		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Farmington	570	34-1-073	34-3-138	RCP	48	525.0	1	446.0	Heavy Debris	Survey Abandoned.						\$ -	\$ -	\$ -	\$ -
Farmington	570 Reversal	34-1-138	34-1-073	RCP	48	525.0	1	18.0	Heavy Debris	Survey Abandoned, Reversal Video Is Incomplete, Needs More Cleaning						\$ -	\$ -	\$ -	\$ -
Farmington Ease.	571	34-1-001	34-1-002	RCP	18	398.0	10	2 to 8	Longitudinal Crack	At 12 o'clock	398.0		1			\$ 1,194.00	\$ 25,870.00	\$ -	\$ -
Farmington Ease.	571	34-1-001	34-1-002	RCP	18	398.0	10	241.0	Calcite at Joint	Survey Abandoned un able to get past Calcite						\$ -	\$ -	\$ -	\$ -
Farmington Ease.	571Reversal	34-1-002	34-1-001	RCP	18	398.0	10	2 to 30	Multiple Cracks	From 8 to 4 o'clock						\$ -	\$ -	\$ -	\$ -
Farmington Ease.	571Reversal	34-1-002	34-1-001	RCP	18	398.0	10	49 to 58	Multiple Cracks	From 8 to 4 o'clock						\$ -	\$ -	\$ -	\$ -
Farmington Ease.	571Reversal	34-1-002	34-1-001	RCP	18	398.0	10	159.0	Calcite at Joint	Survey Abandoned un able to get past Calcite. Reversal Video Complete						\$ -	\$ -	\$ -	\$ -
Farmington Ease.	572	34-1-002	34-1-077	RCP	21	162.0	4	6.0	Longitudinal Crack	At 12 o'clock	162.0		0			\$ 486.00	\$ 15,390.00	\$ -	\$ -
Farmington Ease.	572	34-1-002	34-1-077	RCP	21	162.0	4	18 to 46	Multiple Cracks	From 8 to 4 o'clock						\$ -	\$ -	\$ -	\$ -
Farmington Ease.	572	34-1-002	34-1-077	RCP	21	162.0	4	74.0	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Farmington/Westmore Ease.	573	34-1-077	34-1-003	RCP	18	140.0	6	19 to 130	Multiple Cracks	From 7 to 5 o'clock	140.0		2			\$ 420.00	\$ 9,100.00	\$ -	\$ -
Farmington/Westmore Ease.	574	34-1-003	34-1-007	RCP	21	300.0	13	10 to 26	Longitudinal Crack	At 12 o'clock	300.0		5			\$ 900.00	\$ 28,500.00	\$ -	\$ -
Farmington/Westmore Ease.	574	34-1-003	34-1-007	RCP	21	300.0	13	26 to 161	Multiple Fractures	From 12 to 12 o'clock						\$ -	\$ -	\$ -	\$ -
Farmington/Westmore Ease.	574	34-1-003	34-1-007	RCP	21	300.0	13	161.0	Root Mass	Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Farmington/Westmore Ease.	574	34-1-003	34-1-007	RCP	21	300.0	13	1 to 48	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Farmington/Westmore Ease.	574	34-1-003	34-1-007	RCP	21	300.0	13	48 to 83	Multiple Fractures	3 hinge 9,12 & 3						\$ -	\$ -	\$ -	\$ -
Farmington/Westmore Ease.	574	34-1-003	34-1-007	RCP	21	300.0	13	83.0	Root Mass	Survey Abandoned Reversal Video Incomplete						\$ -	\$ -	\$ -	\$ -
Farmington/ Westmore Ease.	575	34-1-007	34-1-006	RCP	18	261.0	14	11 to 258	Calcite at Joint	Calcite at Most Joints, Ream and Grout Joints	261.0					\$ 783.00	\$ 16,965.00	\$ -	\$ -
Farmington/Westmore Ease.	576	34-1-006	34-1-005	RCP	18	255.0	14	1 to 251	Calcite at Joint	Calcite at Most Joints, Ream and Grout Joints	255.0					\$ 765.00	\$ 16,575.00	\$ -	\$ -
Farmington/Westmore Ease.	577	34-1-004	34-1-005	RCP	12	205.0	13	61.7	Calcite at Joint	20% from 10 to 4 o'clock Line needs to be Reamed,& Grouted	205.0					\$ 615.00	\$ 8,200.00	\$ -	\$ -
Farmington/Westmore Ease.	577 Reversal	34-1-005	34-1-004	RCP	12	205.0	13	142.0	Calcite at Joint	20% from 10 to 4 o'clock Line needs to be Reamed,& Grouted						\$ -	\$ -	\$ -	\$ -
Farmington/Westmore Ease.	578	34-1-004	34-1-001	RCP	12	255.0	4+	59.5	Calcite at Lateral Connection	20% Unable to get past.Line needs to be Reamed						\$ -	\$ -	\$ -	\$ -
Van Court Ease.	579	34-1-001	34-1-062	VCP	18	47.0	0		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Van Court Ease.	580	34-1-081	34-1-008	RCP	24	128.0	0		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Van Court Ease.	581	34-1-008	34-1-009	RCP	30	403.0	12		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	585	34-1-13	34-1-014	RCP	18	408.0	18	3 to 26	Longitudinal Crack	At 12 oclock with calcite	408.0		13			\$ 1,224.00	\$ 26,520.00	\$ -	\$ -
Westmore/Shadyside Ease.	585	34-1-13	34-1-014	RCP	18	408.0	18	125 to 161	Longitudinal Crack	At 12 oclock with calcite						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	585	34-1-13	34-1-014	RCP	18	408.0	18	286.0	Root Mass	70% Blockage, Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	585 Reversal	34-1-014	34-1-013	RCP	18	408.0	18	92 to 114	Roots at Joint	Medium also in Barrel						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	585 Reversal	34-1-014	34-1-013	RCP	18	408.0	18	114.0	Root Mass	Survey Abandoned, Reversal Video Complete						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	586	34-1-012	34-1-013	RCP	12	236.0	10	35.0	Longitudinal Crack	At 10 & 12 o'clock with heavy calcite	236.0		6			\$ 708.00	\$ 9,440.00	\$ -	\$ -
Westmore/Shadyside Ease.	586	34-1-012	34-1-013	RCP	12	236.0	10	134.0	Calcite at Joint	15% from 8 to 4 o'clock, Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	586 Reversal	34-1-013	34-1-012	RCP	12	236.0	10	17.0	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	586 Reversal	34-1-013	34-1-012	RCP	12	236.0	10	38.0	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	586 Reversal	34-1-013	34-1-012	RCP	12	236.0	10	107.0	Calcite at Joint	15% from 8 to 4 o'clock, Survey Abandoned, Reversal Video Complete						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	587	34-1-011	34-1-012	RCP	12	243.0	11	7 to 242	Surface Damage	Surface Aggregate Visible	243.0		6			\$ 729.00	\$ 9,720.00	\$ -	\$ -
Westmore/Shadyside Ease.	587	34-1-011	34-1-012	RCP	12	243.0	11	145.0	Circumferential Crack	At 11 & 12 o'clock with heavy calcite						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	587	34-1-011	34-1-012	RCP	12	243.0	11	238.0	Longitudinal Crack	At 11 & 12 o'clock with heavy calcite						\$ -	\$ -	\$ -	\$ -
Shadyside/Woodring Ease.	588	34-1-017	34-1-75	RCP	27	440.0	19+	47.0	Longitudinal Crack	At 1 o'clock	440.0		19			\$ 1,320.00	\$ 63,800.00	\$ -	\$ -
Shadyside/Woodring Ease.	588	34-1-017	34-1-75	RCP	27	440.0	19+	299.0	Longitudinal Crack	From 7 to 5 o'clock						\$ -	\$ -	\$ -	\$ -
Shadyside/Woodring Ease.	588	34-1-017	34-1-75	RCP	27	440.0	19+	49 to 384	Roots at Joint	Medium also in Barrel						\$ -	\$ -	\$ -	\$ -
Shadyside/Woodring Ease.	588	34-1-017	34-1-75	RCP	27	440.0	19+	384.0	Root Mass	50% Survey Abandoned,No Reversal Video, MH 34-1-075 is Buried						\$ -	\$ -	\$ -	\$ -
Shadyside/Woodring Ease.	589	34-1-017	34-1-016	RCP	18	457.0	28	18 to 438	Calcite at Joint	Calcite at Most Joints	457.0		28			\$ 1,371.00	\$ 29,705.00	\$ -	\$ -
Shadyside/Woodring Ease.	590	34-1-016	34-1-015	RCP	12	327.0	10+	10 to 136	Calcite at Joint	At Most Joints	327.0		12			\$ 981.00	\$ 13,080.00	\$ -	\$ -
Shadyside/Woodring Ease.	590	34-1-016	34-1-015	RCP	12	327.0	10+	136.0	Calcite at Joint	40% Survey Abandoned, No Reversal Video, Needs to be Reamed & Grouted						\$ -	\$ -	\$ -	\$ -

City of Livonia Sec. 34 NW (1137102)
Sanitary Sewer Rehabilitation Recommendations
19-Apr-22

Location										Rehabilitation						Price			
Street	Section ID	Start MH	End MH	Pipe Type	Pipe Diameter	Section Length	Total Lateral	Defect Location	Reason For Repair	Comments	MH to MH Liner Length	Point liner Length	Lateral Reinststate	Joint Seal	Lateral Liner	Pipe Preparation	MH to MH CIPP Liner	CIPP Point Liner	Joint Test & Seal (Chemical Grout)
Woodring Ease.	591	34-1-066	34-1-018	RCP	12	205.0	8	28.0	Infiltration Dripper	At 10 o'clock	205.0		8			\$ 615.00	\$ 8,200.00	\$ -	\$ -
Woodring Ease.	591	34-1-066	34-1-018	RCP	12	205.0	8	118.0	Infiltration - Runner	At 1 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	591	34-1-066	34-1-018	RCP	12	205.0	8	159.0	Infiltration Dripper	At 1 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	591	34-1-066	34-1-018	RCP	12	205.0	8	184.0	Infiltration Dripper	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	592	34-1-066	34-1-065	Truss Pipe	10	170.0	0		No Repair Section in Good Condition							\$ -		\$ -	\$ -
Woodring Ease.	593	34-1-066	34-1-019	RCP	12	120.0	4	1.0	Hole in Pipe	From 5 to 7 o'clock, Survey Abandoned	120.0		2			\$ 360.00	\$ 4,800.00	\$ -	\$ -
Woodring Ease.	593 Reversal	34-1-019	34-1-066	RCP	12	120.0	4	25 to 119	Surface Damage	Surface Aggregate Projecting from 4 to 8 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	593 Reversal	34-1-019	34-1-066	RCP	12	120.0	4	119.0	Hole in Pipe	Survey Abandoned Reversal Video Complete						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	594	34-1-019	34-1-019A	RCP	21	187.0	4	0 to 185	Surface Damage	Surface Aggregate Visible	187.0		0			\$ 561.00	\$ 17,765.00	\$ -	\$ -
Woodring Ease.	594	34-1-019	34-1-019A	RCP	21	187.0	4	14 to 20	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	594	34-1-019	34-1-019A	RCP	21	187.0	4	70 to 90	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	594	34-1-019	34-1-019A	RCP	21	187.0	4		General Information	MH 34-1-019A is Uncharted on Maps						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	595	34-1-020	34-1-063	RCP	21	73.0	2	1 to 18	Multiple Fractures	From 12 to 3 o'clock	74.0		0			\$ 222.00	\$ 7,030.00	\$ -	\$ -
Woodring Ease.	595	34-1-020	34-1-063	RCP	21	73.0	2	36.0	Infiltration Dripper	At 12 o'clock				1		\$ -	\$ -	\$ -	\$ -
Woodring Ease.	595	34-1-020	34-1-063	RCP	21	73.0	2	63.0	Infiltration Dripper	At 12 o'clock				1		\$ -	\$ -	\$ -	\$ -
Woodring Ease.	596	34-1-020	34-1-021	RCP	21	441.0	16	1 to 375	Roots at Joint	Medium Roots	442.0		0			\$ 1,326.00	\$ 41,990.00	\$ -	\$ -
Wooding/Roseland Ease.	597	34-1-021	34-1-024	RCP	27	452.0	8+	2 to 19	Size Change	27" to 15"	452.0		3+			\$ 1,356.00	\$ 65,540.00	\$ -	\$ -
Wooding/Roseland Ease.	597	34-1-021	34-1-024	RCP	27	452.0	8+	23 to 33	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Wooding/Roseland Ease.	597	34-1-021	34-1-024	RCP	27	452.0	8+	41.0	Obstacle	Large piece of Concrete, Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Wooding/Roseland Ease.	597 Reversal	34-1-024	34-1-021	RCP	27	452.0	8+	24.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Wooding/Roseland Ease.	597 Reversal	34-1-024	34-1-021	RCP	27	452.0	8+	64.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Wooding/Roseland Ease.	597 Reversal	34-1-024	34-1-021	RCP	27	452.0	8+	83.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Wooding/Roseland Ease.	597 Reversal	34-1-024	34-1-021	RCP	27	452.0	8+	127.0	Root Mass	Unable to get past, Survey Abandoned, Video is Incomplete						\$ -	\$ -	\$ -	\$ -
Woodring/Roseland Ease.	598	34-1-024	34-1-023	RCP	21	446.0	20	111 to 191	Longitudinal Fracture	3 Hinge at 9, 12, & 3 o'clock	446.0		14			\$ 1,338.00	\$ 42,370.00	\$ -	\$ -
Woodring/Roseland Ease.	598	34-1-024	34-1-023	RCP	21	446.0	20	260 to 300	Multiple Fractures	From 12 to 12 o'clock, 5% to 10% Ovality						\$ -	\$ -	\$ -	\$ -
Woodring/Roseland Ease.	598	34-1-024	34-1-023	RCP	21	446.0	20	340 to 360	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring/Roseland Ease.	598	34-1-024	34-1-023	RCP	21	446.0	20	400 to 440	Multiple Fractures	From 12 to 12 o'clock, 5% to 10% Ovality						\$ -	\$ -	\$ -	\$ -
Woodring/Roseland Ease.	599	34-1-022	34-1-023	RCP	12	282.0	14	264.0	Intruding Lateral	With Calcite Unable to get Past, Most Laterals are intruding,Line needs to be reamed						\$ -	\$ -	\$ -	\$ -
Roseland/Loveland Ease.	600	34-1-027	34-1-076	RCP	27	449.0	23+	25 to 371	Roots at Joint	Medium	449.0		11+			\$ 1,347.00	\$ 65,105.00	\$ -	\$ -
Roseland/Loveland Ease.	600	34-1-027	34-1-076	RCP	27	449.0	23+	371.0	Root Mass	60% Survey Abandoned No Reversal Video						\$ -	\$ -	\$ -	\$ -
Roseland/Loveland Ease.	601	34-1-026	34-1-027	RCP	21	441.0	21	37 to 98	Longitudinal Fracture	At 12 o'clock with Medium Roots	441.0		14			\$ 1,323.00	\$ 41,895.00	\$ -	\$ -
Roseland/Loveland Ease.	601	34-1-026	34-1-027	RCP	21	441.0	21	98.0	Root Mass	Large from Lateral,Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Roseland/Loveland Ease.	601 Reversal	34-1-027	34-1-026	RCP	21	441.0	21	22 to 206	Multiple Fractures	3 Hinge at 9, 12, & 3 o'clock, 5% to 10% Ovality						\$ -	\$ -	\$ -	\$ -
Roseland/Loveland Ease.	601 Reversal	34-1-027	34-1-026	RCP	21	441.0	21	322 to 348	Longitudinal Fracture	At 12 o'clock with Medium Roots						\$ -	\$ -	\$ -	\$ -
Roseland/Loveland Ease.	601 Reversal	34-1-027	34-1-026	RCP	21	441.0	21	348.0	Root Mass	Survey Abandoned, Reversal Video Complete						\$ -	\$ -	\$ -	\$ -
Roseland/Loveland Ease.	602	34-1-025	34-1-026	RCP	12	286.0	16	112 to 282	Surface Damage	Surface Aggregate Projecting	286.0		12			\$ 858.00	\$ 11,440.00	\$ -	\$ -
Roseland/Loveland Ease.	602	34-1-025	34-1-026	RCP	12	286.0	16	260.0	Longitudinal Crack	At 10 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	608	34-1-029	34-1-028	RCP	12	108.0	6	66.0	Calcite at Joint	40% Survey Abandoned	108.0		6			\$ 324.00	\$ 4,320.00	\$ -	\$ -
Loveland/Mayfield Ease.	608 Reversal	34-1-028	34-1-029	RCP	12	108.0	6	36.0	Calcite at Joint	40% Survey, Reversal Video is Complete Needs to be Reamed						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	609	34-1-029	34-1-030	RCP	15	265.0	16	27 to 48	Longitudinal Crack	At 12 o'clock	265.0		10			\$ 795.00	\$ 13,780.00	\$ -	\$ -
Loveland/Mayfield Ease.	609	34-1-029	34-1-030	RCP	15	265.0	16	116 to 135	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	609	34-1-029	34-1-030	RCP	15	265.0	16	184.0	Obstacle	Piece of Wood, Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	609 Reversal	34-1-030	34-1-029	RCP	15	265.0	16	8 to 50	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	609 Reversal	34-1-030	34-1-029	RCP	15	265.0	16	55 to 99	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	609 Reversal	34-1-030	34-1-029	RCP	15	265.0	16	99.0	Obstacle	Survey Abandoned, Reversal Video is Complete						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	610	34-1-031	34-1-030	RCP	12	442.0	20	3 to 304	Calcite at Joint	At Most Joints	442.0		20			\$ 1,326.00	\$ 17,680.00	\$ -	\$ -
Loveland/Mayfield Ease.	610	34-1-031	34-1-030	RCP	12	442.0	20	304.0	Calcite at Joint	50% Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	610 Reversal	34-1-030	34-1-031	RCP	12	442.0	20	3 to 93	Calcite at Joint	At Most Joints, Needs to be Reamed & Grouted						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	610 Reversal	34-1-030	34-1-031	RCP	12	442.0	20	93.0	Heavy Debris	Survey Abandoned, Reversal Video is Incomplete						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	611	34-1-031	34-1-032	RCP	15	277.0	10	105 to 123	Longitudinal Fracture	At 12 o'clock	277.0		10			\$ 831.00	\$ 14,404.00	\$ -	\$ -
Loveland/Mayfield Ease.	611	34-1-031	34-1-032	RCP	15	277.0	10	123 to 146	Longitudinal Fracture	At 9 ,12,& 3 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	611	34-1-031	34-1-032	RCP	15	277.0	10	150 to 160	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	611	34-1-031	34-1-032	RCP	15	277.0	10	200 to 255	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	612	34-1-032	34-1-033	RCP	15	275.0	10	6 to 272	Calcite at Joint	At Most Joints, Needs to be Reamed & Grouted	275.0		10			\$ 825.00	\$ 14,300.00	\$ -	\$ -
Loveland/Mayfield Ease.	612	34-1-032	34-1-033	RCP	15	275.0	10	8 to 15	Circumferential Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	613	34-1-033	34-1-034	RCP	18	326.0	11	25.0	Longitudinal Crack	At 12 o'clock	326.0		11			\$ 978.00	\$ 21,190.00	\$ -	\$ -

City of Livonia Sec. 34 NW (1137102)
Sanitary Sewer Rehabilitation Recommendations
19-Apr-22

Location										Rehabilitation						Price			
Street	Section ID	Start MH	End MH	Pipe Type	Pipe Diameter	Section Length	Total Lateral	Defect Location	Reason For Repair	Comments	MH to MH Liner Length	Point liner Length	Lateral Reinstate	Joint Seal	Lateral Liner	Pipe Preparation	MH to MH CIPP Liner	CIPP Point Liner	Joint Test & Seal (Chemical Grout)
Loveland/Mayfield Ease.	613	34-1-033	34-1-034	RCP	18	326.0	11	68 to 90	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	613	34-1-033	34-1-034	RCP	18	326.0	11	315 to 323	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	613	34-1-033	34-1-034	RCP	18	326.0	11	10 to 325	Calcite at Joint	At Most Joints, Needs to be Reamed & Grouted						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	614	34-1-034	34-1-035	RCP	18	229.0	12	56 to 78	Longitudinal Fracture	At 12 o'clock	229.0		8			\$ 687.00	\$ 14,885.00	\$ -	\$ -
Loveland/Mayfield Ease.	614	34-1-034	34-1-035	RCP	18	229.0	12	86 to 103	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Loveland/Mayfield Ease.	615	34-1-035	34-1-036	RCP	21	462.0	24	3 to 458	Calcite at Joint	Calcite on most joints needs to be reamed and Grouted	462.0		24			\$ 1,386.00	\$ 43,890.00	\$ -	\$ -
Mayfield/Brookfield Ease.	616	34-1-038	34-1-037	RCP	12	115.0	6	8 to 85	Calcite at Joint	Calcite on most joints needs to be reamed and Grouted	115.0		6			\$ 345.00	\$ 4,600.00	\$ -	\$ -
Mayfield/Brookfield Ease.	616	34-1-038	34-1-037	RCP	12	115.0	6	92 to 95	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	617	34-1-039	34-1-038	RCP	18	272.0	16	236.0	Calcite at Joint	50% Survey Abandoned	272.0		16			\$ 816.00	\$ 17,680.00	\$ -	\$ -
Mayfield/Brookfield Ease.	617 Reversal	34-1-038	34-1-039	RCP	10	272.0	16	42.0	Calcite at Joint	50%Survey Abandoned Reversal Video is Complete, Line needs to be Reamed						\$ -		\$ -	\$ -
Mayfield/Brookfield Ease.	618	34-1-040	34-1-039	RCP	12	440.0	28	0 to 266	Calcite at Joint		449.0		28			\$ 1,347.00	\$ 17,960.00	\$ -	\$ -
Mayfield/Brookfield Ease.	618	34-1-040	34-1-039	RCP	12	440.0	28	266.0	Calcite at Joint	40% Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	618 Reversal	34-1-039	34-1-040	RCP	12	440.0	28	149.0	Calcite at Joint	30% Survey Abandoned,Reversal Video incomplete, Line needs to be Reamed						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	619	34-1-041	34-1-040	RCP	18	272.0	16	152 to 174	Longitudinal Crack	At 12 o'clock	272.0		9			\$ 816.00	\$ 17,680.00	\$ -	\$ -
Mayfield/Brookfield Ease.	619	34-1-041	34-1-040	RCP	18	272.0	16	196 to 220	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	619	34-1-041	34-1-040	RCP	18	272.0	16	226 to 234	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	619	34-1-041	34-1-040	RCP	18	272.0	16	240 to 262	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	620	34-1-041	34-1-042	RCP	18	281.0	14		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	621	34-1-042	34-1-043	RCP	24	323.0	15	237.0	Root Mass	Survey Abandoned Needs to be cleaned and reamed. For futher Assessment	323.0		15			\$ 969.00	\$ 38,760.00	\$ -	\$ -
Mayfield/Brookfield Ease.	622	34-1-043	34-1-044	RCP	24	229.0	12	47.0	Infiltration Dripper	At 12 o'clock with Calcite	229.0		12			\$ 687.00	\$ 27,480.00	\$ -	\$ -
Mayfield/Brookfield Ease.	622	34-1-043	34-1-044	RCP	24	229.0	12	55.0	Infiltration Dripper	At 12 o'clock with Calcite						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	622	34-1-043	34-1-044	RCP	24	229.0	12	147.0	Infiltration Dripper	At 12 o'clock with Calcite						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	622	34-1-043	34-1-044	RCP	24	229.0	12	158.0	Infiltration Dripper	At 12 o'clock with Calcite						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	623	34-1-044	34-1-045	RCP	24	461.0	25	144.0	Roots at Joint	Medium	461.0		18			\$ 1,383.00	\$ 55,320.00	\$ -	\$ -
Mayfield/Brookfield Ease.	623	34-1-044	34-1-045	RCP	24	461.0	25	225.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	623	34-1-044	34-1-045	RCP	24	461.0	25	237 to 243	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Mayfield/Brookfield Ease.	623	34-1-044	34-1-045	RCP	24	461.0	25	387 to 441	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	624	34-1-047	34-1-046	RCP	12	118.0	5	25.0	Infiltration Dripper	At 12 o'clock with Calcite	118.0		5			\$ 354.00	\$ 4,720.00	\$ -	\$ -
Brookfield/Fairfield Ease.	624	34-1-047	34-1-046	RCP	12	118.0	5	83.0	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	625	34-1-048	34-1-047	CIPP Lined	18	276.0	7		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	626	34-1-048	34-1-049	RCP	18	441.0	12+	154.0	Calcite at Joint	30% Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	626 Reversal	34-1-049	34-1-048	RCP	18	441.0	12+	34.0	Calcite at Joint	40% Survey Abandoned Reversal is Incomplete						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	627	34-1-050	34-1-049	RCP	18	267.0	10+	62.0	Calcite at Joint	40% Survey Abandoned	267.0		12			\$ 801.00	\$ 17,355.00	\$ -	\$ -
Brookfield/Fairfield Ease.	627 Reversal	34-1-049	34-1-050	RCP	18	267.0	10+	8 to 20	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	627 Reversal	34-1-049	34-1-050	RCP	18	267.0	10+	193.0	Calcite at Joint	20% Survey Abandoned Reversal is Incomplete						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	628	34-1-051	34-1-050	RCP	18	277.0	11	5.0	Longitudinal Crack	At 11 o'clock	277.0		9			\$ 831.00	\$ 18,005.00	\$ -	\$ -
Brookfield/Fairfield Ease.	628	34-1-051	34-1-050	RCP	18	277.0	11	93 to 100	Roots	At joints and in barrel, Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	628	34-1-051	34-1-050	RCP	18	277.0	11	99.0	Longitudinal Crack	At 1 o'clock						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	628 Reversal	34-1-050	34-1-051	RCP	18	277.0	11	67 to 90	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	628 Reversal	34-1-050	34-1-051	RCP	18	277.0	11	127 to 140	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	628 Reversal	34-1-050	34-1-051	RCP	18	277.0	11	152 to 165	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	628 Reversal	34-1-050	34-1-051	RCP	18	277.0	11	160 to165	Roots	In Barrel, Survey Abandoned,Reversal Video is Complete						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	629	34-1-052	34-1-051	RCP	24	331.0	17		No Repair Section in Good Condition	Just needs to be Cleaned						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	630	34-1-052	34-1-053	RCP	24	225.0	8		No Repair Section in Good Condition	Just needs to be cleaned						\$ -	\$ -	\$ -	\$ -
Brookfield/Fairfield Ease.	631	34-1-053	34-1-054	RCP	24	463.0	19	295 to 355	Roots at Joint	Medium with some Calcite needs to be Reamed	441.0		14			\$ 1,323.00	\$ 52,920.00	\$ -	\$ -
Fairfield/Hubert Ease.	632	34-1-056A	34-1-056	VCP	15	146.0	10		No Repair Section in Good Condition	Manhole 34-1-056A is Uncharted and 34-1-056 looks to be Abandoned						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	633	34-1-057A	34-1-057	VCP	12	212.0	2+	22.0	Obstacle	from 2 to 7o'clock Survey Abandoned No Reversal Video	212.0		6			\$ 636.00	\$ 8,480.00	\$ -	\$ -
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	2 to 19	Longitudinal Fracture	At 12 o'clock	458.0		30			\$ 1,374.00	\$ 18,320.00	\$ -	\$ -
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	66.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	87.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	167 to 180	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	200 to 240	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	253 to 288	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -

City of Livonia Sec. 34 NW (1137102)
Sanitary Sewer Rehabilitation Recommendations
19-Apr-22

Location										Rehabilitation						Price			
Street	Section ID	Start MH	End MH	Pipe Type	Pipe Diameter	Section Length	Total Lateral	Defect Location	Reason For Repair	Comments	MH to MH Liner Length	Point liner Length	Lateral Reinstate	Joint Seal	Lateral Liner	Pipe Preparation	MH to MH CIPP Liner	CIPP Point Liner	Joint Test & Seal (Chemical Grout)
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	339 to 350	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	634	34-1-058	34-1-057	VCP	12	458.0	29+	374.0	Root Mass	50% blockage, Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	635	34-1-058	34-1-58A	RCP	15	91.0	7	27 to 30	Roots at Joint	Medium	91.0		7			\$ 273.00	\$ 4,732.00	\$ -	\$ -
Fairfield/Hubert Ease.	635	34-1-058	34-1-058A	RCP	15	91.0	7	67 to 88	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	635	34-1-058	34-1-058A	RCP	15	91.0	7	91.0	General Information	34-1-058A is a Uncharted Manhole						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	636	34-1-059	34-1-060	VCP	18	335.0	17	4.0	Longitudinal Crack	At 2 o'clock	335.0		10			\$ 1,005.00	\$ 21,775.00	\$ -	\$ -
Farfield/Hubert Ease.	636	34-1-059	34-1-060	VCP	18	335.0	17	91 to 120	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	636	34-1-059	34-1-060	VCP	18	335.0	17	152 to 188	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	636	34-1-059	34-1-060	VCP	18	335.0	17	210 to 238	Longitudinal Crack	At 12 & 6 o'clock						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	636	34-1-059	34-1-060	VCP	18	335.0	17	333.0	Longitudinal Fracture	At 11 o'clock						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	637	34-1-060	34-1-061	VCP	18	362.0	18	32 to 55	Longitudinal Crack	At 6 o'clock	362.0		18			\$ 1,086.00	\$ 23,530.00	\$ -	\$ -
Farfield/Hubert Ease.	637	34-1-060	34-1-061	VCP	18	362.0	18	129 to 161	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	637	34-1-060	34-1-061	VCP	18	362.0	18	171 to 225	Multiple Cracks	Fro 12 to 12 o'clock						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	637	34-1-060	34-1-061	VCP	18	362.0	18	342.0	Longitudinal Crack	At 9 o'clock						\$ -	\$ -	\$ -	\$ -
Farfield/Hubert Ease.	637	34-1-060	34-1-061	VCP	18	362.0	18	358.0	Circumferential Crack	From 7 to 5 o'clock						\$ -	\$ -	\$ -	\$ -
Plymouth Ease.	638	34-1-038	34-1-029	RCP	18	282.0	2	7 to 64	Longitudinal Fracture	At 12 o'clock	282.0		2			\$ 846.00	\$ 18,330.00	\$ -	\$ -
Plymouth Ease.	638	34-1-038	34-1-029	RCP	18	282.0	2	64.0	Obstacle	Large piece of Clay Pipe, Survey Abandoned						\$ -	\$ -	\$ -	\$ -
Plymouth Ease.	638 Reversal	34-1-029	34-1-038	RCP	18	282.0	2	52 to 100	Longitudinal Fracture	At 9,12,& 3 o'clock						\$ -	\$ -	\$ -	\$ -
Plymouth Ease.	638 Reversal	34-1-029	34-1-038	RCP	18	282.0	2	148 to 214	Longitudinal Fracture	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Plymouth Ease.	638 Reversal	34-1-029	34-1-038	RCP	18	282.0	2	214.0	Obstacle	Survey Abandoned, Reversal Video is Complete						\$ -	\$ -	\$ -	\$ -
Plymouth Ease.	639	34-1-047	34-1-038	RCP	24	283.0	7		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
West Chicago Ease.	642	34-1-045	34-1-036	RCP	24	283.0	6	16.0	Roots in Lateral	Medium	283.0		6			\$ 849.00	\$ 33,960.00	\$ -	\$ -
West Chicago Ease.	642	34-1-045	34-1-036	RCP	24	283.0	6	53.0	Roots in Lateral	Medium						\$ -	\$ -	\$ -	\$ -
West Chicago Ease.	642	34-1-045	34-1-036	RCP	24	283.0	6	66.0	Roots in Lateral	Fine						\$ -	\$ -	\$ -	\$ -
West Chicago Ease.	642	34-1-045	34-1-036	RCP	24	283.0	6	227.0	Roots in Lateral	Medium						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	1.0	Infiltration Dripper	At 11 o'clock	174.0		6			\$ 522.00	\$ 16,530.00	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	31.0	Infiltration Dripper	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	62.0	Infiltration Dripper	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	75.0	Infiltration Dripper	At 11 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	88.0	Infiltration Dripper	At 2 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	92.0	Infiltration Dripper	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	101.0	Infiltration Dripper	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	105.0	Infiltration Dripper	At 11 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	108.0	Infiltration Dripper	At 2 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	133.0	Infiltration - Runner	From 7 to 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	144.0	Infiltration Dripper	At 2 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	160.0	Infiltration Dripper	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Woodring Ease.	646	34-1-063	34-1-019A	RCP	21	174.0	6	163.0	Infiltration Dripper	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	647	34-1-059	34-1-058A	VCP	15	321.0	23	123 to 153	Roots at Joint	Medium	321.0		10			\$ 963.00	\$ 16,692.00	\$ -	\$ -
Fairfield/Hubert Ease.	647	34-1-059	34-1-058A	VCP	15	321.0	23	180 to 235	Calcite at Joint	From 7 to 5 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	647	34-1-059	34-1-058A	VCP	15	321.0	23	303.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	648	34-1-056A	34-1-055	VCP	15	174.0	8	65.0	Longitudinal Crack	At 11 o'clock	174.0		8			\$ 522.00	\$ 9,048.00	\$ -	\$ -
Fairfield/Hubert Ease.	648	34-1-056A	34-1-055	VCP	15	174.0	8	164.0	Multiple Cracks	Honeycomb cracks fro 12 to 12 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	648	34-1-056A	34-1-055	VCP	15	174.0	8	166.0	Longitudinal Crack	At 12 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	648	34-1-056A	34-1-055	VCP	15	174.0	8	172.0	Spiral Fracture	From 4 to 6 o'clock						\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	649	34-1-057B	34-1-057A	VCP	12	162.0	11		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Fairfield/Hubert Ease.	650	34-1-056	34-1-057B	VCP	12	46.0	2		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Sub Totals											15234.0					\$ 45,702.00	\$ 1,167,326.00	\$ -	\$ -
SL Pipe Subtotal																		\$	1,213,028.00
Van Court Ease.	582	34-1-009	34-1-074	RCP	36	156.0	4		No Repair Section in Good Condition							\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	583	34-1-010	34-1-074	RCP	36	150.0	5	6.1	Roots at Lateral	30%	150.0		5			\$ 450.00	\$ 26,250.00	\$ -	\$ -
Westmore/Shadyside Ease.	583	34-1-010	34-1-074	RCP	36	150.0	5	24 to 45	Roots	Roots in Barrel at 8 o'clock						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	583	34-1-010	34-1-074	RCP	36	150.0	5	33 to 45	Roots	Roots in Barrel at 4 o'clock						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	583	34-1-010	34-1-074	RCP	36	150.0	5	45.1	Heavy Debris	Survey Abandoned Unable to get Thru Debris						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	583 Reversal	34-1-074	34-1-010	RCP	18	150.0	5	21.0	Size Change	From 18" to 36"						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	583 Reversal	34-1-074	34-1-010	RCP	36	150.0	5	21 to 80	Roots	Roots in Barrel at 4 & 8 o'clock						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	583 Reversal	34-1-074	34-1-010	RCP	36	150.0	5	87.4	Heavy Debris	Survey Abandoned,Reversal Video Incomplete						\$ -	\$ -	\$ -	\$ -
Westmore/Shadyside Ease.	584	34-1-014	34-1-010	RCP	36	298.0	16	3 to 295	Calcite at Joint	5% on most joints	298.0					\$ 894.00	\$ 52,150.00	\$ -	\$ -

City of Livonia Sec. 34 NW (1137102)
Sanitary Sewer Rehabilitation Recommendations
19-Apr-22

Location										Rehabilitation						Price			
Street	Section ID	Start MH	End MH	Pipe Type	Pipe Diameter	Section Length	Total Lateral	Defect Location	Reason For Repair	Comments	MH to MH Liner Length	Point liner Length	Lateral Reinstater	Joint Seal	Lateral Liner	Pipe Preparation	MH to MH CIPP Liner	CIPP Point Liner	Joint Test & Seal (Chemical Grout)
West Chicago Ease.	643	34-1-054	34-1-045	RCP	30	283.0	7	175.0	Root Mass	60% Blockage, Survey Abandoned	283.0		7			\$ 849.00	\$ 45,280.00	\$ -	\$ -
West Chicago Ease.	643	34-1-054	34-1-045	RCP	30	283.0	7	35.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
West Chicago Ease.	643	34-1-054	34-1-045	RCP	30	283.0	7	43.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
West Chicago Ease.	643	34-1-054	34-1-045	RCP	30	283.0	7	51.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
West Chicago Ease.	643	34-1-054	34-1-045	RCP	30	283.0	7	54.0	Roots at Joint	Medium						\$ -	\$ -	\$ -	\$ -
West Chicago Ease.	643	34-1-054	34-1-045	RCP	30	283.0	7	110.0	Root Mass	60% Blockage, Survey Abandoned,Reversal Video Complete						\$ -	\$ -	\$ -	\$ -
																\$ 2,193.00	\$ 123,680.00	\$ -	\$ -

LG Pipe Subtotal \$ 125,873.00

Project Total \$ 1,338,901.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

10

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

11. REQUEST TO AMEND THE CONTRACT WITH SPALDING DEDECKER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SIDEWALK REPLACEMENT LOCATION ASSESSMENTS, SECTIONS 1-12; Engineering Division, re: for same (CR 336-21)

Todd Zilincik, City Engineer, presented the request to Council.

Councilmember Kathleen McIntyre asked if there was inventory already of the other sections in GIS. Todd Zilincik responded they used to have interns or Inspectors to go out, but it is not in GIS. Councilmember McIntyre stated that it is easier going forward and it can be retrieved. Todd stated they will have a record of it and have inspection reports and service requests, but they need to get the larger vertical separations to get them cold patched in the interim to avoid a safety issue. Councilmember McIntyre asked if the information goes into our GIS and if we own the data. Jeremy Schrot, PE, President, Director of Public Engineering, Spalding Dedecker, confirmed that we do own it and it can be provided back to the city.

Councilmember McIntyre asked about the ordinance regarding sidewalk replacement. Todd Zilincik explained that a resident can call the city on anything $\frac{3}{4}$ of an inch or more of a vertical separation and they will come out and do an inspection. The owner can either get a permit and do the work themselves, hire a contractor or have the city contractor do the work and the resident will get a bill the following year in March. Councilmember McIntyre asked that if the problem was caused by a city-planted tree in an easement, the city will cover the cost. Todd confirmed the city would cover the cost if it is a city tree, not a private tree.

Councilmember Brandon McCullough offered an approving resolution on the Consent agenda.

Donna Blauet, 36006 Barkley, asked about the cold patch versus concrete grinding, asking when the difference is done. Todd Zilincik stated that once they learn of an issue, they have to respond with a temporary patch in the interim, depending on the time of the year. Some areas are not allowed to be ground, anything more than 1 1/2

or more, they have to put the cold patch down as a temporary fix until the permanent fix can be done.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

Engineering
July 14, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE CONTRACT WITH SPALDING DEDECKER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SIDEWALK REPLACEMENT LOCATION ASSESSMENTS, SECTIONS 1 - 12; 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 Spalding DeDecker (SD) serve as our consultant for the Sidewalk Replacement Location Assessments for Sections 1 -12. See the attached letter dated July 14, 2022 from Spalding DeDecker for the professional engineering services.

The purpose of this assessment is to identify those sidewalks that need replacement in Sections 1 – 12, so that they may be incorporated into our annual sidewalk programs. The balance of the City, Sections 13 – 36, would then be addressed over the next four (4) years, allowing us to complete the necessary repairs throughout the City.

RECOMMENDATION

Please see the Fiscal Consideration Section and the attachments for additional information.

FISCAL CONSIDERATION

In order to proceed with this project, it is respectfully recommended that the Council take the following actions:

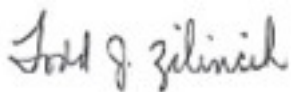
- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Spalding DeDecker, 905 South Blvd. East, Rochester Hills, MI 48307 in the amount of \$33,000 for Professional Engineering Services for the Sidewalk Replacement Location Assessments, Sections 1 - 12.
- Authorize an expenditure in the amount of \$33,000 from budgeted funds in the Non-Motorized Paths Account Number 204-463-974-200.

- Authorize the City Engineer to approve minor adjustments in the work, as required.

ATTACHMENTS

1. 7-14-22 SD Proposal for Sidewalk Replacement Location Assessments, Sections 1 - 12

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: July 14, 2022



Don Rohraff, Director of Public Works

Date: July 14, 2022



Michael Slater, Finance Director

Date: July 14, 2022



Paul Bernier, City Attorney

Date: July 15, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022

Mr. Todd Zilincik, PE
City Engineer
City of Livonia
12973 Farmington Road
Livonia, MI 48150

Dear Mr. Zilincik:

PROJECT UNDERSTANDING

SCOPE OF SERVICES

1. Evaluate all sidewalks within zones 1 through 12 and enter evaluation data into a created GIS framework with defect (2-inch lip), location, pictures and quantities.



2. Create a Sidewalk Replacement Program Guide
 - SD will work with the City's existing processes to create a program guide for internal staff and external transparency utilizing the best practices developed in our programs across the State including Plymouth Township.
 -



Charter Township of Plymouth
Annual Sidewalk Repair Program
Administrative Guide

Adopted by the
Charter Township of Plymouth on February 13, 2001

Referenced by the Charter Township of Plymouth Sidewalk Ordinance

Sample Sidewalk Repair Guide

Alternate Service

1. *We have 5 other parameters we typically look at for sidewalk evaluations which are summarized below but it is our understanding that for now, we are only concentrating on sidewalk lips for tripping hazards. If the City decides they would like to add these assessment parameters in the future, we can update the fee items as this will take more time and effort.*

1. Cracking in Slab

- a. #1 - No Cracking
- b. #2 - 1 Crack < 1/4 IN Wide
- c. #3 - 2+ Cracks < 1/4 IN Wide
- d. #4 - ≤ 2 Cracks > 1/4 IN length = 2FT
- e. #5 - 2+ Cracks > 1/4 IN Wide length > 2FT

2. Cross Slope

- a. #1 - Slope = 0%
- b. #2 - > 0% Slope < 2%
- c. #3 - Slope > 2% - < 4%
- d. #4 - Slope > 4% - < 6%
- e. #5 - Slope > 6%

3. Longitudinal Slope

- a. #1 - No Tilt (0-2%)

- b. #2 - Minimal Tilt (2-4%)
 - c. #3 - Slight Tilt <1 inch per FT (4-6%)
 - d. #4 - Noticeable Tilt <1 inch per FT (6-8.33%)
 - e. #5 - Tilt >1 inch per FT (>8.33%)
- 4. Surface of Slab Scaled**
- a. #1 - Little or No Scaling <1/4IN Deep
 - b. #2 - <15% Scaling < 1/4IN Deep
 - c. #3 - <25% Scaling < 1/4IN Deep
 - d. #4 - <25% Scaling > 1/4IN Deep
 - e. #5 - >25% Scaling > 1/4IN Deep
- 5. Water Ponding**
- a. #1 - No Ponding
 - b. #2 - Ponding < 1/4IN Deep
 - c. #3 - Ponding 1/4IN Deep
 - d. #4 - Ponding 1/2IN Deep
 - e. #5 - Ponding $\geq$ 3/4IN Deep

FEE

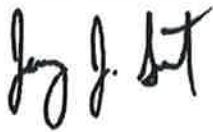
The Time and Materials estimate for sidewalk program setup and assessment work is as follows:

1. Sidewalk Assessment GIS and Field Work (zones 1 through 12)	\$18,000
2. Sidewalk Replacement Program Guide	<u>\$15,000</u>
3. Total	\$33,000

Thank you for the opportunity to submit this proposal, and we look forward to working with The City of Livonia. If you wish to discuss this proposal or require additional information, please feel free to contact me.

Sincerely,

SPALDING DEDECKER



Jeremy Schrot, PE
Vice President/Director of Public Engineering

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: **Sidewalk Replacement Program – Inspections for Sections 1 thru 12.**

This is an exhibit to the contract dated December 2, 2021 between the City of Livonia, and Spalding DeDecker Associates, Inc., whose address is 905 South Boulevard East, Rochester Hills, Michigan 48307.

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

CONSULTANT is requested to provide Design Services as stated in detailed Proposal Letter submitted to Mr. Todd Zilincik, P.E., City Engineer dated July 14, 2022.

B. PROJECT SCHEDULE:

Design services anticipated to commence in late August with final plan completion by mid October 2022.

C. PAYMENTS TO CONSULTANTS

CONSULTANT shall be paid on an hourly basis with the not-to-exceed amount of thirty five thousand nine hundred and fifty dollars and zero cents (\$33,000.00) without prior authorization from the City of Livonia as stated in the proposal dated July 14, 2022.

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

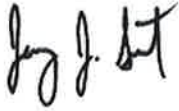
By: _____
Susan M. Nash, City Clerk

In the Presence of:



Steve Benedettini, President

Spalding DeDecker Associates, Inc.


By: _____
Jeremy Schrot, P.E.

Its: _____
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



LETTER TO THE LIVONIA CITY COUNCIL

11.

Law
July 25, 2022

MEETING DATE

Regular Meeting of
August 8, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED:
Department of Law, re: to add Chapter 01 to Title 11 (Display of Flag on City Property).

BACKGROUND

At the Regular Meeting held on July 11, 2022, City Council referred to the Law Department the subject of drafting an ordinance regarding the placement of flags on city property. The request for a proposed ordinance included restricting which flags will be permitted on city property as an expression of the City of Livonia's government expression. Under the proposal, the following flags would be permitted to be flown on city property: The flags of the United States, State of Michigan, County of Wayne, City of Livonia, public safety, military branches, and POW/MIA. Council Members, the Mayor and the public could also request that other flags be flown on city property on specific dates. According to the proposed ordinance, approval would only be granted if the Council unanimously approved the request and the Mayor concurred with the resolution. Unless both happened, the request would be denied.

The proposed ordinance is not the recommendation of the Law Department.

While we do not object to the substance of the ordinance, we believe that the requirement of unanimity is problematic. The Law Department's search for similar laws or ordinances, while not exhaustive, did not result in finding any similar examples of a unanimous vote requirement. We looked at federal and state laws, as well as local ordinances, and could not find another example of this requirement. This procedure would be even more stringent than amending the Constitution of the United States, the State of Michigan, or the Charter of the City of Livonia. While we could not find anything that precludes this, it is tantamount to a complete ban on other ceremonial flags being flown.

There are two additional possibilities for Council to consider, a super-majority vote and the traditional majority vote. The first possibility is a requirement of either two-thirds or three-fifths vote of all elected council members to pass the resolution. Either fraction would necessitate five affirmative Council votes, and the concurrence of the mayor. A search of our ordinances reveals very few examples of a supermajority vote, and they all appear to be in our zoning ordinances and not the Livonia Code of Ordinances. This super-majority requirement would suggest that the flag ordinance is more important than all other votes before the Council and effectively ties the hands of most of the Council and the Mayor. Thus, a small minority can dictate their will to the majority. If

five members and the Mayor (six elected officials) wanted to fly a certain flag, it would only take two Council members to prevent this from happening.

It is the recommendation of the Law Department that a resolution for a ceremonial flag being flown should be treated like any other resolution requiring a simple majority vote, with concurrence from the Mayor.

RECOMMENDATION

Approve for First Read

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Proposed Ordinance Title 11 - final 072922
2. Proposed Ordinance Title 11 - final 072622
3. S072522 Req for flag ord Minutes
4. S072522 - New Data - Resident Response recd 7-27-22
5. LTC S072522 Prop flag ordinance
6. Title 11 - w-o 2-3 vote
7. R071122 Req for flag ordinance language CR 208-22

APPROVED BY



Paul Bernier, City Attorney

Date: July 26, 2022



Maureen Miller Brosnan, Mayor

Date: July 29, 2022

**AN ORDINANCE ADDING CHAPTER 01 TO TITLE 11
(DISPLAY OF FLAG ON CITY PROPERTY) TO THE
LIVONIA CODE OF ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Chapter 01 is hereby added to Title 11 of the Livonia Code of Ordinances, as amended, which Chapter shall read as follows:

Section 11.01.010	Title for citation.
Section 11.01.020	Purpose of provisions.
Section 11.01.030	Authorization required for flagpole use.
Section 11.01.040	Permitted flags.

11.01.010 - Title for citation. This Chapter shall be known and cited as the “flag ordinance.”

11.01.020 - Purpose of provisions. The flagpoles, flagstaffs and public buildings of the City of Livonia are not intended to serve as a forum for free expression by the public. Rather, the flagpoles, flagstaffs and public buildings of the City of Livonia are to be used exclusively by the City of Livonia as a form of government expression.

11.01.030 - Authorization required for flagpole use. No person shall display or place upon any flagpole, flagstaffs or on public buildings owned by the City of Livonia, any flag or other object not otherwise authorized as an expression of government speech unless approved by in the manner set forth below.

11.01.040 - Permitted flags. In addition to the Flag of the United States of America, the following flags are hereby permitted to be displayed upon flagpoles, flagstaffs and on public buildings owned by the City of Livonia, as a form of expression of government speech:

- A. The flag of the State of Michigan.
- B. The flag of the County of Wayne.
- C. The flag of the City of Livonia, including any City of Livonia departmental flags.
- D. The flags of the United States Army, Navy, Marine Corp., Air Force, and Coast Guard.
- E. Public Safety flags.

F. P.O.W./M.I.A. (Prisoner of War/Missing in Action) flags.

The City of Livonia will not display any other flag, including any flag based upon a request from a third party. Nothing contained herein is intended to abridge the right of the citizens to prohibit or curtail the carrying of other flags in public and/or displaying flags on private property.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

**AN ORDINANCE ADDING CHAPTER 01 TO TITLE 11
(DISPLAY OF FLAG ON CITY PROPERTY) TO THE
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**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

12. REQUEST TO CONSIDER A PROPOSED ORDINANCE: Councilmember Scott Bahr, re: to add Chapter 01 to Title 11 (Display of Flag on City Property).

Councilmember Scott Bahr presented the request to Council. He explained the proposed ordinance and the process. He stated he was unaware of the raising of the Italian flag until the Albanian flag was raised, which is when he felt there should be a better process by the City for raising flags. He was glad to see the policy from the Mayor's Office to ban flying non-governmental flags and felt the change of policy to allow non-governmental flags by the Mayor's Office was problematic. He explained the unanimous vote request was to allow Council to play a part in the decision with the Mayor without going through an ordinance change process. He stated that the unanimous vote does not mean he sees the flag ordinance request as more important than other issues, it is just different in nature. He stated that any flags can be flown on private property and at private businesses, but we should be sure that we are raising a flag that is in the sentiment of the city.

Councilmember McCullough stated that this is something that has been very divided and asked why we are bringing this forward now. If we have a problem with this, we should study it further.

Councilmember McCullough offered a resolution to put the item in Committee of the Whole.

Councilmember Rob Donovic thanked everyone for their statements and communication with him on the issue. He stated that on June 10, the Mayor's Office notified City Council that a flag policy would be put in place to discontinue raising flags that represent other countries or ideals. He referenced that he was able to fly the Albanian flag to represent his country, but understood the new policy sent by the Mayor's Office and understands that he needs to look at this from the perspective of the community. He noted that the Mayor passed a new policy thirteen days later, stating that they will now be flying third party flags.

Councilmember Donovic offered a resolution to adopt the Mayor's original policy as a proposed ordinance to discontinue the practice of raising third party flags.

City Attorney Paul Bernier asked for clarification on moving the item to the next meeting if new language should be drafted in preparation. Councilmember Scott Bahr stated that Councilmember Donovic asked for a modification to his original request, to eliminate the Council vote. He is fine with new language being prepared and potentially voting on it at the next meeting. Paul Bernier stated that he can do it any way Council wants. Council President stated that since this was Councilmember Bahr's original request, he can accept Councilmember Donovic's proposal incorporated into what he originally proposed and move forward if he wants to. Councilmember Bahr stated that he felt he should let Councilmember Donovic make the decision. Councilmember Donovic stated that he would prefer to move on the item and take it to a vote. Paul Bernier stated that since there is an offer to send the item to the Committee of the Whole, the item can't receive a first read at the next meeting. Councilmember Scott Bahr stated they should be able to have language prepared for a first reading even if there is another motion to go to a committee. Council President Jim Jolly stated they can have parallel ordinances and it would depend on the sentiment of Council on which one to progress on. He stated that he would like to have the language prepared for a first reading as well as a resolution to go to Committee of the Whole. They could still give it a first reading and go to Committee of the Whole, since there wouldn't be a vote on it at the next meeting anyway.

Councilmember Kathleen McIntyre stated that she appreciates everything that has been said between the last meeting and this one regarding this topic. She noted that the local paper unfairly painted those on Council that supported the proposed ordinance as anti-LGBTQIA+. She stated the Mayor made her decision unilaterally instead of engaging the Council. She stated that she supports the ban on all flags but would also like to put into committee a discussion regarding a way to recognize the different groups in the community and ensure they all feel welcome and protected.

Council Vice President Laura Toy stated that they are the check and balance to the City with the Administration. She stated that direction can come from the floor, any Councilperson can bring up anything at any time. Not a lot of study has been done on this issue and people are concerned. She noted that we only need to have the American, State and City flag and go from there as time goes on. She wants to keep this simple and not make it confusing.

Council President Jolly asked that any comments made were respectful and directed through him, as the Chair.

Paul Bernier asked to clarify the resolutions offered. Councilmember Scott Bahr commented that he accepted the resolution that Councilmember Rob Donovic offered.

Colleen Badgero, 17415 Sunset, stated that her perspective has changed by watching the process, stating that this could have been proposed differently and agreed that keeping only the three flags was appropriate.

Darrell Smith, 14006 Brookfield, stated that he agreed with Councilmember McCullough's comments that this conversation needs more time. He felt that we need to have a shared vision to look at other option.

Debbie Yates, 29161 Hathaway, shared her positive experience during the Pride flag raising ceremony and supports Councilmember McCullough's suggestion of looking for alternative ways to support the community.

Stephanie Farkas, 14446 Ramblewood, stated she supports sending the item to Committee of the Whole for additional study and suggested a community flagpole.

John Hillers stated he supports sending the item to Committee of the Whole and felt that he didn't believe that changing the rules right after the Pride flag was flow is offensive.

Dennis Ridolfi, 9803 Auburndale, stated that he was in the military and learned to respect the flag and felt that there should only be the three main flags.

Bob Zuner, stated that he does not support the motion to move to Committee and felt they should focus on the three main flags and then discuss this issue later.

Richard Glover, Chair of Human Relations Commission, stated that it is important to give a lot of attention to this since there are a lot of people that care about it.

Audrey Rodgers, asked if a section of the city where people can raise their flag, who would decide on which flag is approved and the criteria to create less division and not more.

Denise Collins-Robison, stated that she felt that if the growing diversity in the city isn't represented by flags, she would like to know how the Council would do it.

Marie stated that she agreed with Council Vice President Toy when she asked where it would end if everyone that was discriminated against had a flag. She felt that the three flags are the most inclusive of everyone.

Bill Schmidt, 29688 Macintyre, shared a story of his friend that suffered from ridicule and agreed that everyone's opinion should be heard.

Bob Guzik, stated that he wants Livonia to appear like it did when he was a kid, with helping hands, an ally community.

Alex King, stated that if the proposal to allow raising of the three flags is approved, there are other ways to come together as a community to show inclusivity through rallies.

Kellen Winslow, stated that he feels excluded when he sees a flag that he doesn't support and feels the city should only allow the Country, State and City flags.

Donna Blauer, stated that she felt that being unwilling to discuss the non-discriminatory policies is purposeful.

Mark Kurstein, stated that he agreed with a previous speaker.

Council Vice President Laura Toy stated this is a process that takes time. She asked that we are respectful to each other and would like to figure it out together.

Councilmember Scott Bahr stated his reason for raising the military flag is that they are already raised at Nehasil Park. He stated that the reason for his timing was due to his inability to attend a meeting until the July 11th meeting to raise the issue. He thanked the citizens for their input, Paul Bernier for preparing the language and Council President Jim Jolly for allowing the item to be on the agenda.

Council President Jim Jolly thanked everyone for the dialogue and reminded the audience that the item will be on the next agenda of August 8th.

DIRECTION:

REGULAR

COMMITTEE OF THE WHOLE

From: [support](mailto:support@livonia.gov)
To: calendar459@justemail.net
Subject: RE: Online Form Submittal: City Council Inquiries
Date: Wednesday, July 27, 2022 9:23:27 AM

Good morning, Mr. Smith

Thank you for contacting City Hall and sharing your viewpoints with us. Your email has been shared with both the City Council and the Mayor's Office.

Stay Well,
Jennifer Simmons

|

support@livonia.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, July 26, 2022 10:25 PM
To: support <support@livonia.gov>
Subject: Online Form Submittal: City Council Inquiries

City Council Inquiries

This form is for any questions, comments, or concerns you may have for the City in regards to city council meetings or other city council inquiries. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	Ken
Last Name	Smith
Address	9891 Garvett
Email Address	calendar459@justemail.net
Phone Number	7346342200
Topic	City Council Meetings

7/25/2022

Date of Issue

Attachment (Optional)

Field not completed.

Comments

I just watched the study meeting for July 25, 2022 and would like to comment on item 12, the flag issue. I thought 2 things should be considered but I have changed my mind about one of them. I think one flag should be added to the proposed ordinance and that is to add the Wayne County flag. I don't know if there is room for 4 flags on the flag pole but I think Wayne County deserves to be represented as much as the U.S., State and City.

I thought Mr. Bahr's original proposal should have been amended to make the city council vote either a majority or a super majority. I then thought it was wrong to eliminate city council's and the mayor's office abilities to allow or disallow flags from being displayed as this would mean that the ordinance would have to be amended to make any changes. I have since changed my mind about this and I think the ordinance that Mr. Donovic proposed, with the addition of the Wayne County flag, is the correct thing to do

Ken Smith

Email not displaying correctly? [View it in your browser.](#)



LETTER TO THE LIVONIA CITY COUNCIL

12.

Law
July 15, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

REQUEST TO CONSIDER A PROPOSED ORDINANCE: Councilmember Scott Bahr, re: to add Chapter 01 to Title 11 (Display of Flag on City Property).

BACKGROUND

At the Regular Meeting held on July 11, 2022, City Council referred to the Law Department the subject of drafting an ordinance regarding the placement of flags on city property. The request for a proposed ordinance included restricting which flags will be permitted on city property as an expression of the City of Livonia's government expression. Under the proposal, the following flags would be permitted to be flown on city property: The flags of the United States, State of Michigan, County of Wayne, City of Livonia, public safety, military branches, and POW/MIA. Council Members, the Mayor and the public could also request that other flags be flown on city property on specific dates. According to the proposed ordinance, approval would only be granted if the Council unanimously approved the request and the Mayor concurred with the resolution. Unless both happened, the request would be denied.

The proposed ordinance is not the recommendation of the Law Department.

While we do not object to the substance of the ordinance, we believe that the requirement of unanimity is problematic. The Law Department's search for similar laws or ordinances, while not exhaustive, did not result in finding any similar examples of a unanimous vote requirement. We looked at federal and state laws, as well as local ordinances, and could not find another example of this requirement. This procedure would be even more stringent than amending the Constitution of the United States, the State of Michigan, or the Charter of the City of Livonia. While we could not find anything that precludes this, it is tantamount to a complete ban on other ceremonial flags being flown.

There are two additional possibilities for Council to consider, a super-majority vote and the traditional majority vote. The first possibility is a requirement of either two-thirds or three-fifths vote of all elected council members to pass the resolution. Either fraction would necessitate five affirmative Council votes, and the concurrence of the mayor. A search of our ordinances reveals very few examples of a supermajority vote, and they all appear to be in our zoning ordinances and not the Livonia Code of Ordinances. This super-majority requirement would suggest that the flag ordinance is more important than all other votes before the Council and effectively ties the hands of most of the Council and the Mayor. Thus, a small minority can dictate their will to the majority. If

five members and the Mayor (six elected officials) wanted to fly a certain flag, it would only take two Council members to prevent this from happening.

It is the recommendation of the Law Department that a resolution for a ceremonial flag being flown should be treated like any other resolution requiring a simple majority vote, with concurrence from the Mayor.

RECOMMENDATION

Approve for First Read at next Regular

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Title 11 - w-o 2-3 vote
2. R071122 Req for flag ordinance language CR 208-22

APPROVED BY



Paul Bernier, City Attorney

Date: July 15, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022

**AN ORDINANCE ADDING CHAPTER 01 TO TITLE 11
(DISPLAY OF FLAG ON CITY PROPERTY) TO THE
LIVONIA CODE OF ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Chapter 01 is hereby added to Title 11 of the Livonia Code of Ordinances, as amended, which Chapter shall read as follows:

Section 11.01.010	Title for citation.
Section 11.01.020	Purpose of provisions.
Section 11.01.030	Authorization required for flagpole use.
Section 11.01.040	Permitted flags.
Section 11.01.050	Requests permitted.

11.01.010 - Title for citation. This Chapter shall be known and cited as the “flag ordinance.”

11.01.020 - Purpose of provisions. The flagpoles, flagstaffs and public buildings of the City of Livonia are not intended to serve as a forum for free expression by the public. Rather, the flagpoles, flagstaffs and public buildings of the City of Livonia are to be used exclusively by the City of Livonia as a form of government expression.

11.01.030 - Authorization required for flagpole use. No person shall display or place upon any flagpole, flagstaffs or on public buildings owned by the City of Livonia, any flag or other object not otherwise authorized as an expression of government speech unless approved by in the manner set forth below.

11.01.040 - Permitted flags. In addition to the Flag of the United States of America, the following flags are hereby permitted to be displayed upon flagpoles, flagstaffs and on public buildings owned by the City of Livonia, as a form of expression of government speech:

- A. The flag of the State of Michigan.
- B. The flag of the County of Wayne.
- C. The flag of the City of Livonia, including any City of Livonia departmental flags.
- D. The flags of the United States Army, Navy, Marine Corp., Air Force, and Coast Guard.

- E. Public Safety flags.
- F. P.O.W./M.I.A. (Prisoner of War/Missing in Action) flags.

11.01.050 - Requests permitted. The City of Livonia will not display any other flag based upon a request from a third party, except as may be authorized by resolution of the Livonia City Council with the concurrence of the Mayor of the City of Livonia. Any approved resolution shall require the unanimous approval of Council members present and voting. Nothing contained herein is intended to abridge the right of the citizens to prohibit or curtail the carrying of other flags in public and/or displaying flags on private property

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.

Regular Meeting Minutes of July 11, 2022

On a motion by Bahr, seconded by McCullough, it was:

#208-22 RESOLVED, that upon the motion by Councilmember Scott Bahr, seconded by Councilmember Scott Morgan, at the Regular Meeting held July 11, 2022, regarding flags flown on City property, the Council does hereby refer this item to the Department of Law for preparation of a proposed Ordinance establishing a policy for which flags can be flown on City property.

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

AYES: McIntyre, Bahr, Donovic, and Morgan

NAYS: McCullough, Toy, and Jolly

The President declared the resolution adopted.

<i>RESOLUTION REQUESTED BY BAHR (Regular Meeting of July 11, 2022)</i>
--

Motion:	Bahr
Second:	McCullough
Ayes:	McIntyre, Bahr, Donovic, Morgan
Nays:	McCullough, Toy, Jolly
Absent:	None



LETTER TO THE LIVONIA CITY COUNCIL

12

Planning
July 6, 2022

MEETING DATE

Regular Meeting of
August 8 2022

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

WAIVER PETITION: Appeal of the denial of the Planning Commission regarding Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28.
Public Hearing held on Monday, July 18, 2022

BACKGROUND

May 26, 2022

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2022-03-02-10 - Excellerated Towing & Recovery

Dear Council Members:

At the 1,187th Public Hearings and Regular Meeting held by the City Planning Commission on May 17, 2022, the following resolution was adopted:

RECOMMENDATION

#05-26-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on May 17, 2022, on Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval pursuant to Sections 3.16 and 6.58 of The Livonia Vision 21 Zoning Ordinance, as amended, to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28, the Planning Commission does hereby recommend to the City Council that Petition 2022-03-02-10 be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed use complies with all the general waiver use standards and requirements as set forth in Sections 6.58 and 13.13 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the operation of a vehicle tow yard with outdoor storage at this location and the pattern of traffic generated from the proposed use would have a detrimental effect upon the neighboring

properties.

3. That the nature and intensity of the proposed use is inconsistent with the predominant small manufacturing businesses that are located within this industrial park, and
4. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

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

FISCAL CONSIDERATION

ATTACHMENTS

1. 2022-03-02-10_E-COUNCIL Pkt
2. LTC PH 071822 - 2022-03-02-10 Excellerated Towing & Recovery

APPROVED BY

**PUBLIC HEARING
DIRECTION**

MONDAY, JULY 18, 2022

PETITION 2021-12-02-27 Appeal of the denial of the Planning Commission, regarding Petition 2021-12-02-27, submitted by Maple Real Estate Group, L.L.C., requesting special waiver use approval to develop a Planned Residential Development consisting of an apartment complex made up of three (3) buildings and twenty-four (24) dwelling units, on the properties at 9106 and 9120 Middlebelt Road, located on the east side of Middlebelt between Joy Road and West Chicago Avenue in the Southwest ¼ of Section 36.

DIRECTION:

- 1) DENYING**
- 2) APPROVING**
- 3) COMMITTEE OF THE WHOLE**

PETITION 2022-03-02-10 Appeal of the denial of the Planning Commission, regarding Petition 2021-03-02-10, submitted by Excellerated Towing & Recovery requesting waiver use approval to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28.

DIRECTION:

- 1) DENYING**

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF AUGUST 8, 2022**

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, July 18, 2022

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on **Monday, July 18, 2022.**

MEMBERS PRESENT: Jim Jolly, President
 Laura Toy, Vice President

Scott Bahr
Rob Donovic
Kathleen McIntyre
Scott Morgan

MEMBERS ABSENT: Brandon McCullough

OTHERS PRESENT: Paul Bernier, Assistant City Attorney
 Mark Taormina, Planning and Economic Development Director

The Public Hearing was called to order at 8:05 p.m. with President Jim Jolly presiding. This item is regarding an appeal of the denial of the Planning Commission regarding Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28. This item will move to the Regular Meeting of **August 8, 2022.**

The Public Hearing is now open. There were 2 persons in the audience.

Jolly: I will go to Mark Taormina, our Planning and Economic Development Director. Can you give us an initial presentation?

Taormina: Thank you, of course. Again, a request to operate a vehicle tow yard. In this case the property is located on East side of Wayne Road south of Schoolcraft Road. You can see from the zoning map on the screen that this site is zoned M-1 and is surrounded by properties that are under the light manufacturing classification. The existing building on the property measures roughly 6,000 square feet. The property itself is a little under seven tenths of an acre. Its 100 feet wide by 295 feet in depth. The 6,000 square foot building on the site includes a shop area which is about 4,800 square feet and then 1,200 square feet of office space. You'll pick up on the site plan better than the area here, that parking is available on both the south and the east sides of the building. The proposed tow storage yard is shown in the rear yard. So, that would be on the east side of the building. There's a fenced in area that's about 13,000 square feet in size, it does contain a gravel surface, it's gated. There is a truck well on the front of the building. However, I don't believe that is needed for the proposed operation. There are eight customer and employee spaces that

are available on the south side of the building and then the tow yard itself would have the capacity of storing roughly 25 recovered vehicles in company tow trucks. I'll just note that the site plan does not show any trash containers according to the petitioner. All refuse, including tires and auto parts would be stored inside the building until such time that they would be taken away by a contractor. The frontage does require one full sized tree as well as one ornamental tree and 10 shrubs. The plan shows one full sized tree two existing ornamental trees and then 18 shrubs. So, landscaping would be complied with. There are no exterior lights other than what's mounted on the rear wall of the building and then a single sign would be allowed for the business totaling 25 square feet. The Planning Commission reviewed this item at their May 17 public hearing and denied the petition. Hence the reason for tonight's appeal. Thank you.

Jolly: Thank you, Mr. Taormina. Is the petitioner here? Please give us your initial remarks, your name and address.

Sever: Good Evening. Terry Sever, representing the petitioner. 37172 6 Mile Road Century 21 real estate office. I just want to first thank the Councilmembers that have worked with us. You know, we were here for another project that did not go very far with us, and the owner still wants to locate in Livonia. That project was looking like it was further and further away from us to the one on Rosati. So, we looked around and found a location that was an existing building that was for lease. So, I'd like to thank the Councilmembers that have met with us in Committee of the Whole, other things. It's good to see Councilwoman Toy and meet her in in the Council Chambers. They say a picture's worth 1000 words, 1000 words. So, there's 50,000 words in there. You know, I've been involved with this, I met Mr. Fields back last fall, and started working with him. I've stayed involved because I believe in him. He's a young man, as far as I'm concerned, has talent. He's working on trying to get his business to grow. He's dedicated to the location in Livonia, he feels that such an important location for him to improve his business and grow. It's located centrally from where his service is. I just want to say that I am here tonight, and I covered the cost of this hearing because the night that we were supposed to do a Planning Commission, I had a presentation to make similar to what I did back the first time at Planning Commission and I had an emergency come up just before the meeting, I wasn't able to attend. So, I needed to be able to handle it. I saw that the video gave me was very nervous and was deadly some of the points that needed to be made. So, what I like to do is, you have my package there. First, like to start with the pictures that are eight and a half by 11 like this. What we have here, is these are pictures of the business that was there prior to us looking to do something with this property. You can see from the pictures that it was an automotive use, there's a lot of vehicles in and about the building. Some that in our mind you would be able to regulate more in terms of those vehicles outside would not be outside they would not be permitted that side of the where those vehicles are, that would be employee parking, as well as some customer parking. The next page shows a little bit more of that, a lot of, I would say unsightly items on the outside. Then the rear yard. This is a picture of the rear yard. I don't know if

you happen to notice, but when the picture was above there a photograph was shown above, there was even more vehicles or trailers in the backyard. And then the last picture depicts what we would continue to do that was done in the past and that is have a roll out trash reception where it would be kept indoors and on the days it would be emptied, it would be rolled outside. Now go to the big sheet here. What I did, is made, since the Planning Commission made reference to a neighborhood and made reference to small manufacturing businesses, what I've done here is, on the far left, you'll see where it says original site. That's the site that we were looking at with Rosati and the Planning Commission passed unanimously to recommend his business go. The current site is just north of that, not more than a block or two. So, we're in the same neighborhood. I think the proposal meets a lot of characteristics that we had on Rosati. It's a dead-end street. It's not really used by the public that much. You can see the number of businesses that have outside storage. Interesting enough. I'm sure when this industrial park was built back 50 years ago, like a lot of buildings that were built, Farmington Hills and other communities, there was a lot of industrial buildings, it was actually an industrial park. There's a lot of manufacturing, but you can see here the extra across the top pictures of the businesses in the area, shows that it's more of a service-oriented businesses occupying this. There's very few, might be 35-40% of the actual businesses are small manufacturing businesses anymore. So, what I did here was took pictures of the types of businesses that were in the neighborhood, some of which are on the exact same street, the lower left larger pictures, is a neighbor to the south. It's a pool company, they get regular deliveries to that business. When I was there, it wasn't unusual to see a semi parked in front of our building as well as two others waiting to get in there. So, addressing the issue of traffic, the towing company is going to offer far less traffic in terms of the day-to-day business. I think we're probably looking at 12 trips maybe 14, a lot of those would be between eight o'clock at night and seven o'clock in the morning. The picture to the right, there's a dance studio right next door. Not a small manufacturing business. The picture below that shows the trucks and a fenced area that's just around the corner. Storage and moving company is just around the corner. And the armory is there where they have a lot of vehicles that are parked outside along Industrial Drive. And just to point out that there an electric company, there's a graphic company, there's a trade company, there's an auction company and there's service companies. So, in terms of what the ordinance allows or indicates, the ordinance first makes the statement towing companies are allowed. So, if you expanded that thought about a towing company and what kind of towing company would you say fits in this particular area? He's a small-sized towing company, less than 30 parking spots, which is similar to what we have proposed on Rosati Drive. The amount of customers that he'd have come in are minimal, most of his tows are going to be to a repair shop or collision shop or something like that. And in the picture, you can see the number of outside storage components that are associated with every business. As you go to the east off of Glendale, Stark Road comes into play, and then Stark Road is right at the entrance to this neighborhood, which is Glendale Avenue. I think it's the GFL or GFS or whatever it is, the trash company. And just north of the trash company is the

City of Livonia DPW yard, and you can see that the City of Livonia, obviously DPW is going to have outside storage with their equipment and the vehicles on site.

Jolly: Sir. I think we can appreciate your perspective that you're trying to share with us. I don't think we need to go through every spot on the map here. All of the visual to be developed, I appreciate that.

Sever: Yeah, well, that was my point. Let me just finish by saying this. The larger picture, 8 1/2 x 14 one. The reason I put that in there, is that if you look at it closely, the site I have, okay, if you put Glendale, so you can read it, that's going north. I circled in a black magic marker, our location. If you follow the road, industrial comes down, stop, and then it comes down Wayne Road stops at Glendale. That's kind of a little curve in the road. And you can see that road travels to the west. It doesn't go anywhere it actually stops and goes right into those two businesses there those properties. So, this area does not attract through traffic that would be impacted by any additional. And then lastly, I'd just like to make comment that the ordinance allows quite a few different uses, all of which are pictured there. I would venture to say at least 90% of those businesses would be allowed in this location without a waiver and would offer a lot more traffic patterns than this business. And then lastly, difference between our first proposal and this one is that first proposal was Mr. Fields was looking to build and own and operate. In this particular case, it's going to be a leased building. So, the added protection, you might say to the city, is the owner of the property, who was Ben Crabill, he's a very respected property owner, industrial as well, he has a lot of properties in the area. So, there's that added aspect of making certain that this business could go there. So, I urge you to take a look at the recommendation of the first meeting from the Planning Commission and set the tone and set the requirements and conditions from that particular recommendation, excluding all the building components, and we're not obviously building now, but the screening, those types of things would be in effect, obviously.

Jolly: Thank you sir. If I can have you stay right there, I'm going to go to Council. Mr. Donovic.

Donovic: Thank you, Mr. President. Thank you for being here this evening and actually coming before us. I'll start off by saying one, as one Councilmember, I know you went on about what other businesses are doing. I don't have any jurisdiction over what other businesses in the community are doing. That's the Building and Ordinance, all I have to do in this moment is the petition in front of me. I'm not happy with the dumpster situation. I just don't think that's a practical, long-term solution. I understand how busy businesses get, especially a small business, you can be short-staffed, a whole list of things can happen. So, this concept, this idea of rolling out a dumpster on a weekly basis, or b- weekly basis determining on when your pickup is, I just don't think that's a good solution. I think that if you're going to be coming here with this building, with this kind of business, you're going to have trash and that trash needs to be disposed of properly and that means having a adequate

dumpster enclosure. Looking at this site, it looks like it was pretty rough condition. What do you guys intend to do to clean this? I documented a ton of debris everywhere, which again, doesn't help the case of not having a dumpster enclosure. So, what do you plan on doing to clean up all the debris?

Sever: Well, when we took those pictures, that was the current tenant and we entered into an agreement with the owner that if we got approval from the city to occupy it, we would move in after that was approved. That company there hasn't moved out. After they moved out, Mr. Fields went and did some cleanup. There was an issue with the landscaping, I think they had gotten a warning from Zoning, and he went in cleaned it up trimmed the trees, did all that. He's in the process of cleaning the vegetation, the back there, he's cleaned up most of it, actually looks 100% better than I did before. So, he will, given the approval from the city and he can actually occupy before he goes in, he will finish cleaning the back, he's been pulling out some of the weeds and stuff that's been meandering through the cyclone fence. So, his intention is to clean the place up entirely.

Donovic: Okay and pertaining to the actual tow business. Reading through the minutes of the Planning Commission meeting, apparently this isn't the same purpose, looking through Field's comments. This isn't the same kind of tow company? Now you're going to target a different type of business? Not insurance vehicles anymore? Maybe I'll search through the minutes, that's what I understand.

Sever: It's the exact same.

Jolly: Your name please.

Fields: Mike Fields.

Donovic: What kind of tow business is this? What kind of vehicles are you targeting? Is this for people on the side of the road, that are stranded, are these insurance vehicles, I think reading through the minutes, I was just kind of trying to clarify what kind of tow business this is.

Fields: We're still doing roadside, I'd say, at this point, that's probably about 90% of our business, especially with the fuel costs, as high as they are right now, and we're on contract to up our rates with a lot of that stuff.

Donovic: And then how many parking spots are back here. So how many vehicles will you park back there at any given time?

Fields: At this point in time, I'd say less than 10, because two of our locations that we use for storage, we no longer needed those. So, within the last two months, we got rid of those. It's a much smoother operation for us just to do roadside only.

Donovic: Okay. And then my last question to Mr. Taormina. If we were to approve this waiver use, does this waiver use stay indefinitely with this property, or does it stay with the tenant, the petitioner and then if that petitioner were to vacate after the lease is over, that waiver use approval goes away?

Taormina: Typically, it would run with the land. Unless Council adopts as part of its resolution, a limit that it would be to this petitioner only, it would have to come back for approval to transfer to a new owner or petition.

Donovic: Thank you, Mr. Taormina. Thank you, Mr. President.

Jolly: Mr. Bahr.

Bahr: Yeah. I'm going to make this pretty simple. Actually, you know, we obviously had the property before and I'll just tell you, I was actually pretty favorable to what you were asking last time. Much to the chagrin of our residents, I thought it made a lot of sense. I believed in what you guys were telling us. Unfortunately, some things came to my attention that gave me reason to question some of my trusts there, and so I asked some questions at the public meeting, and received answers at the time, may have seemed satisfactory, but unfortunately, one of those things was some issues with some statements that we made about the business on Grand River. I was told that night that you were no longer there, and you had completely moved out. Later on that night, and the next morning, we had evidence to the contrary to that. So, just to put it bluntly, and I am purposely saying this here versus in our public meeting, because it's not my intention to embarrass anybody, and I take no delight in this, bottom line is, I don't trust you. And quite frankly, I'm surprised that you're talking about this tonight. I wanted to before and I have a lot of reason to believe I don't trust this place. So, I wouldn't recommend it now. Thanks.

Jolly: Mr. Bahr, are you offering that motion?

Bahr: Yeah, I'm offering a denial.

Jolly: Anybody else from the Council? At this time, we will open up. If I can get both of you sit down, if you don't mind. We will open up the floor to public comments. Anybody would like to address this issue has three minutes to address the Council. Please direct your comments to me specifically. I would ask the petitioner at this time to take note and I'll give you a chance to respond. Go ahead, sir, your name and address please.

Amar: Charles Amar, Vice President of Steelcraft Tool 12930 Wayne Road, two buildings to the north of the subject property, between that building and our building is a building that's been divided in half. Half of it is a gymnastic studio that has a constant flow of traffic with children, some of whom run in the street. We've been in our buildings since 1977. I'm not aware of a lot of service industries there. I'm aware of manufacturing, in almost every building, but one. That results in semis coming and going all day long, significant traffic,

and everyone in the area is concerned about pollution. Since that property was vacated, I believe that the petitioner is the one who's putting up screening on the cyclone fence. There's already been one car fire back there one night. That's obviously a concern for the neighboring businesses. We would ask that you deny this proposal, I don't think it's appropriate to have it in this particular area. There are areas where tow yards are appropriate, but I think that the traffic back and forth, potential for more pollution, when all of us in the manufacturing area are striving to keep Livonia a safe and clean environment for all of us. Thank you.

Jolly: Thank you sir.

McIntyre: Mr. Chair, I'd like to get clarification. So, the petitioner already has vehicles there and a screen up?

Jolly: Petitioner, if you wouldn't mind, please come to the podium.

McIntyre: Mr. Fields, so are you currently using this facility?

Fields: No, we are just going to vehicles, we are not operating the gates are closed, there is nothing for us to do.

McIntyre: But you had some vehicles stored there?

Fields: Yes ma'am. Just in one car and we did it all the vegetation cleanup.

McIntyre: There was a there was a vehicle fire?

Fields: No there was not a vehicle fire. It was a vehicle fire. I'm sure the Livonia Fire Department would have been out there.

McIntyre: Okay, thank you.

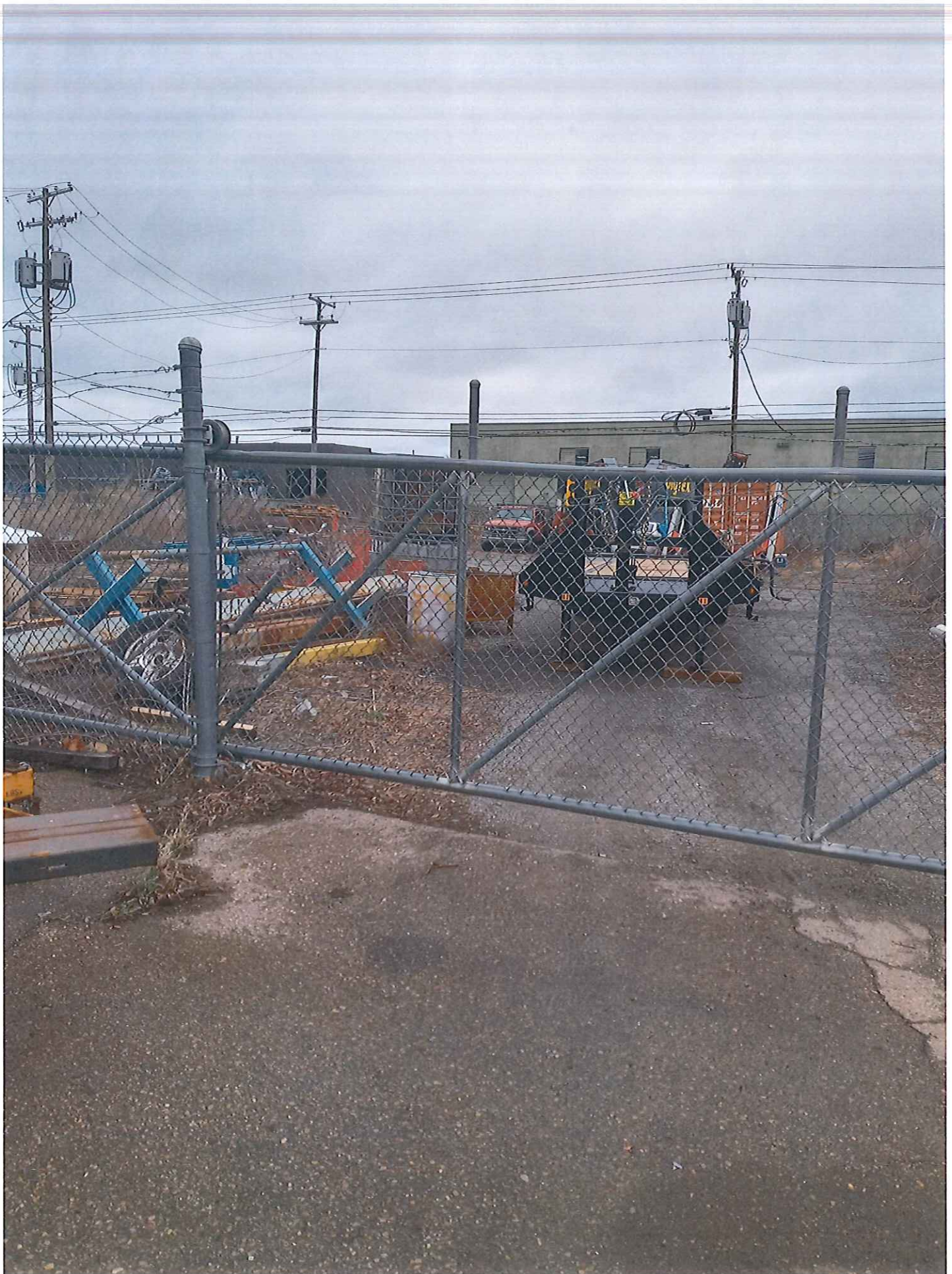
Jolly: Okay, anybody else for public comments on this issue? Going once, going twice. Public comment is closed I'll go back to the Council. We do have a denying motion offered by Councilman Bahr. Do we have any other emotions from the Council? I see no additional motions from the Council at this time. Just by way of explanation, there's no votes tonight of the Council. These matters of the public hearings were held for this evening will be voted on at a future Regular council meeting. The Public Hearing is now closed. Thank you all very much.

As there were no further questions or comments, the Public Hearing was declared closed at 8:37 p.m.











▼

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🔍



See web site for license constraints. | City of Livonia, MI

EXCELLERATED TOWING & RECOVERY



CURRENT SITE

ORIGINAL SITE



NEIGHBORS





LETTER TO THE LIVONIA CITY COUNCIL

2.

Planning
May 26, 2022

MEETING DATE

Public Hearing of
July 18, 2022

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Appeal of the denial of the Planning Commission regarding Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28.

BACKGROUND

May 26, 2022

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2022-03-02-10 - Excellerated Towing & Recovery

Dear Council Members:

At the 1,187th Public Hearings and Regular Meeting held by the City Planning Commission on May 17, 2022, the following resolution was adopted:

RECOMMENDATION

#05-26-2022 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on May 17, 2022, on Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval pursuant to Sections 3.16 and 6.58 of The Livonia Vision 21 Zoning Ordinance, as amended, to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28, the Planning Commission does hereby recommend to the City Council that Petition 2022-03-02-10 be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed use complies with all the general waiver use standards and requirements as set forth in Sections 6.58 and 13.13 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the operation of a vehicle tow yard with outdoor storage at this location and the pattern of traffic generated from the proposed use would have a detrimental effect upon the neighboring properties.

3. That the nature and intensity of the proposed use is inconsistent with the predominant small manufacturing businesses that are located within this industrial park, and
4. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

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

FISCAL CONSIDERATION

ATTACHMENTS

1. 2022-03-02-10_E-COUNCIL Pkt

APPROVED BY



Date: May 26, 2022

Mark Taormina, Planning and Economic Development Director



Date: June 22, 2022

Maureen Miller Brosnan, Mayor

Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval pursuant to Sections 3.16 and 6.58 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28.

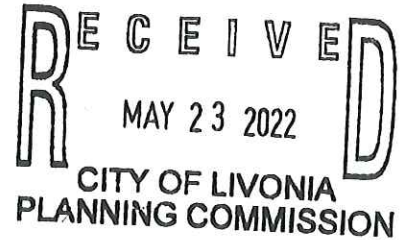
TERRY SEVER

1883 Teakwood Dr. - White Lake, Michigan 48383

248-982-9797

May 23, 2022

Re: Petition 2022-03-20-10 – Excellerated Towing & Recovery



Dear Livonia City Council:

As applicant and representative for Excellerated Towing & Recovery I am appealing the decision of the Planning Commission, Resolution #05-26-2022, denial of a waiver for the operation of a Towing Company in M1 zoning district as allowed by the City's zoning ordinance.

We believe the Planning Commission in its determination made assumption that where inaccurate. The proposal does meet the spirit and intent of the use and waiver process.

Sincerely,

A handwritten signature in blue ink that reads "Terry Sever".

Terry Sever, Applicant

Representative.

EMAIL TERRYSEVER@GMAIL.COM

RECEIVED
OFFICE OF THE CITY CLERK
2022 MAY 23 AM 8:14

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

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

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

Date Filed: 3-11-22 Petition 2022-03-02-10

Site Address: 12780 WAYNE RD, Sidwell 46110020013000 Zoning of Property M-1

Requesting Approval To USE AS A TOWING COMPANY

Applicant: TERRY SEVER Business/Company: EXCELERATED TOWING

Applicant's Address: 31152 6 MILE City: LIVONIA State: MI Zip Code: 48152

Applicant's Phone # (248) 982-9797 Applicant's Email terrysever@gmail.com

Contact Person: TERRY SEVER Business/Company: CENTURY 21 ROW

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

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

Please provide the following information:

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

RECEIVED
MAR 28 2022
CITY OF LIVONIA
PLANNING COMMISSION

RECEIVED
MAR 25 2022
DEPARTMENT OF LAW
CITY OF LIVONIA

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

<u>FEE COMPUTATION</u>		\$600.00
_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft.		
(NOTE: Round off to nearest 1,000)	+	
Total Amount Due	\$	_____

Owner of Property: WHEEL TRIVING INVESTMENT CO. LLC

Owner's Address: 33640 SCHOOLCRAFT City: LIVONIA State: MI Zip Code: 48150

Owner's Phone # (734) 241-8380 Owner's Email _____

Signature of Owner: [Signature] Print Name: BEN CRABILL

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

on this 14th day of MARCH 20 22

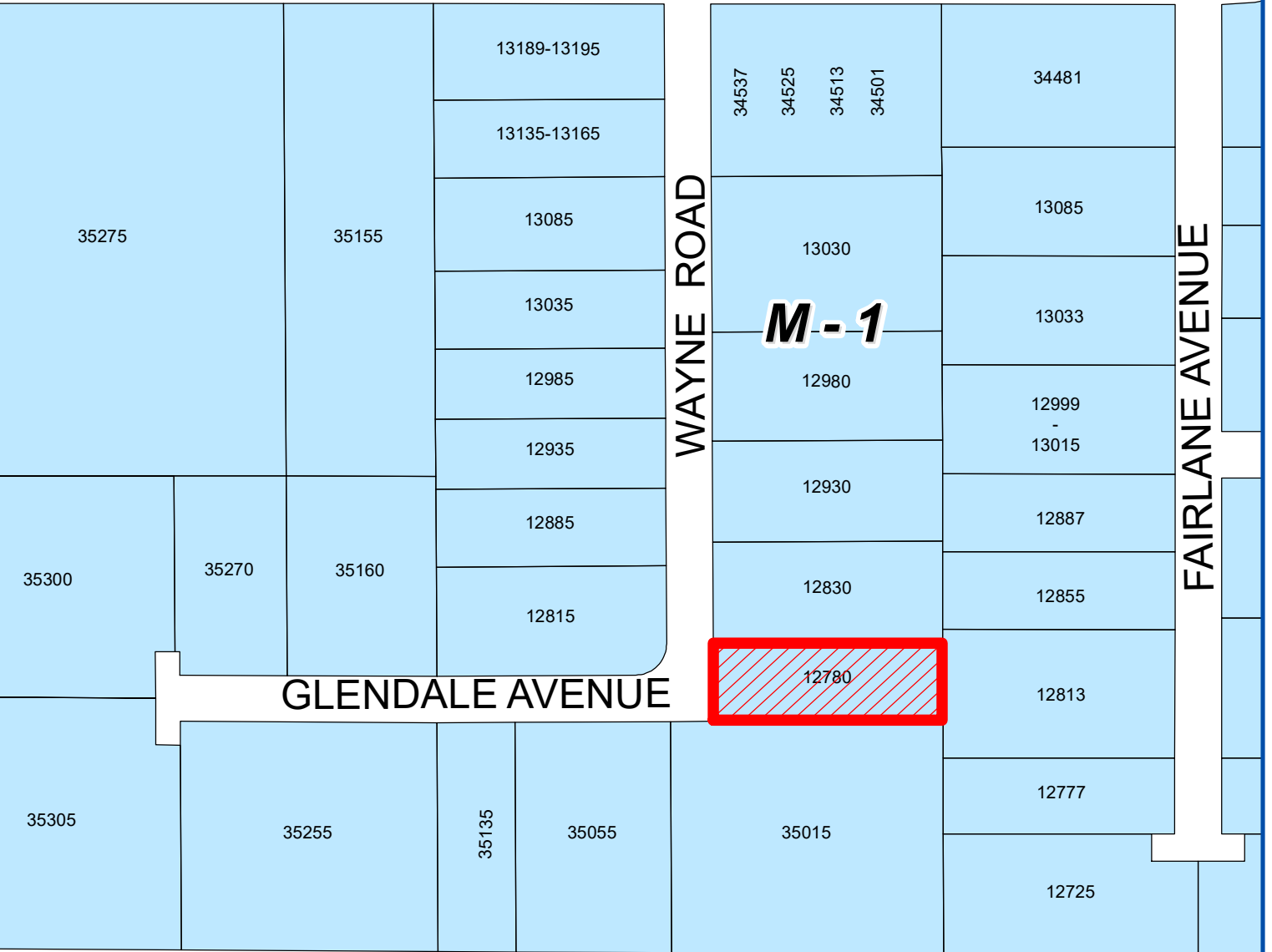
Signature of Notary: [Signature] My commission expires 3/29/28

Acting in the County of Wayne

T. BACHLEDA
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 29, 2028
ACTING IN COUNTY OF _____

RECEIVED
OFFICE OF THE CITY CLERK
2022 MAR 25 PM 1:35

INDUSTRIAL ROAD



GLENDALE AVENUE

WAYNE ROAD

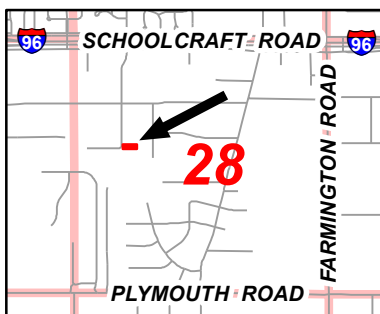
FAIRLANE AVENUE

CSX RAILROAD

CSX RAILROAD

M-2

ROSATI



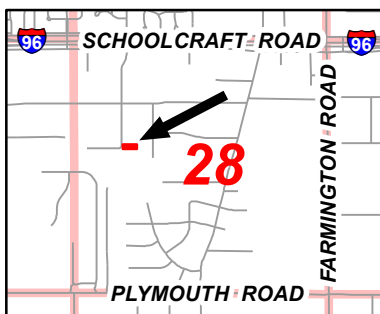
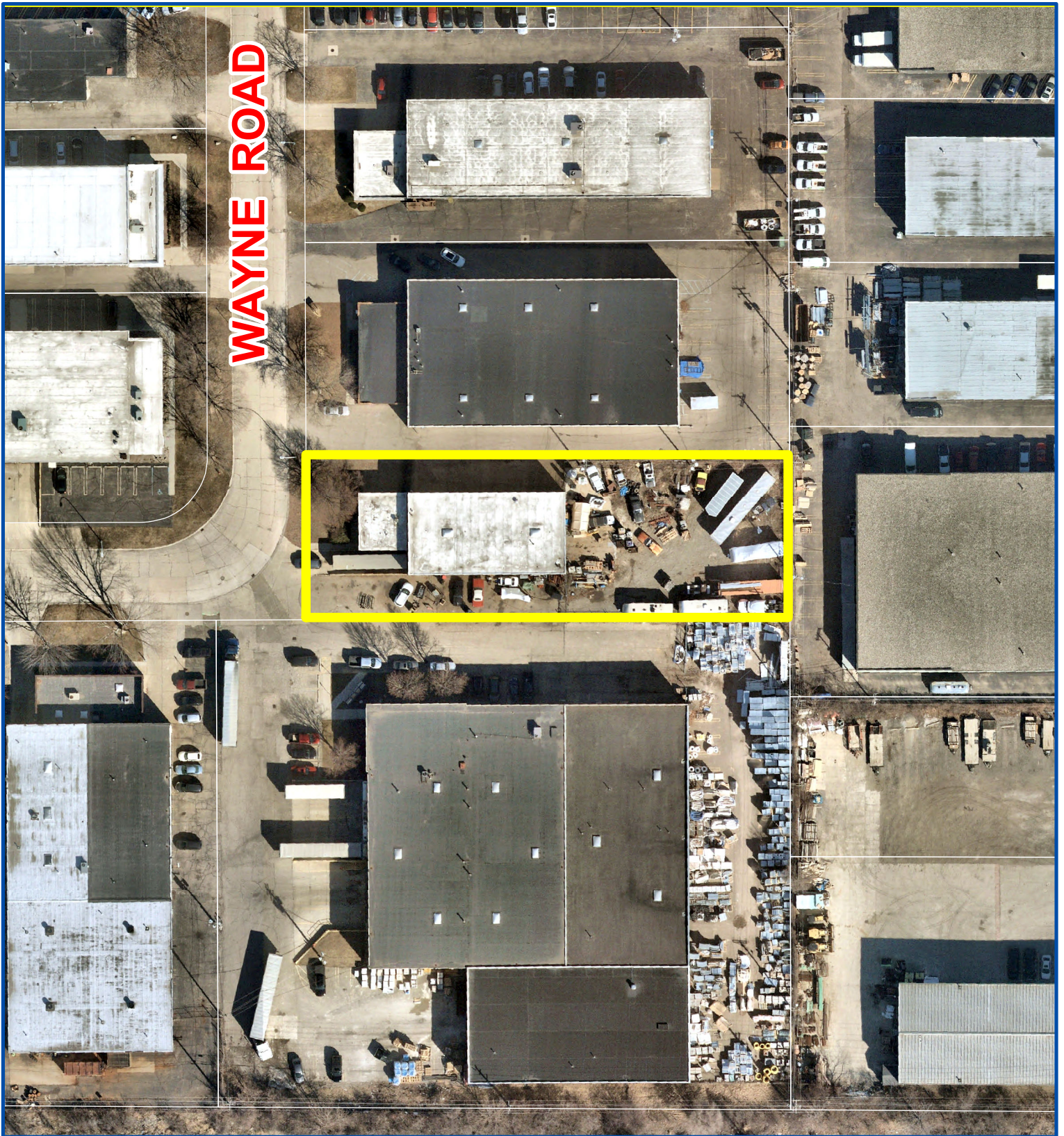
Address & Zoning Map

Petition 2022-03-02-10
Excellerated Towing & Recovery
12780 Wayne Road
To Operate Vehicle Tow Yard



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2022-03-02-10
Excellerated Towing & Recovery
12780 Wayne Road
To Operate Vehicle Tow Yard



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2022-03-02-10 submitted by Excelerated Towing & Recovery requesting waiver use approval pursuant to Sections 3.16 and 6.58 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28.

April 19, 2022: Study Meeting:

This petition seeks waiver use approval to operate a vehicle tow yard on property located on the east side of Wayne Road just south of Schoolcraft Road. The subject property, described as Lot 13 of Burton and Share Westside Industrial Subdivision, measures 100 feet in width by 295.27 feet in depth, for a total area of 29,527 square feet (0.68 acre). Lot 13 is zoned M-1 Light Manufacturing and is surrounded by other industrial-zoned parcels. This same petitioner requested waiver use approval to operate a tow yard on Rosati Avenue (Petition 2021-10-02-22). Following approval by the Planning Commission on November 30, 2021, Council placed this item in committee for further study. Through this process, Excelerated Towing & Recover secured an interest in the subject Wayne Road property and is now requesting to withdraw the pending petition involving the Rosati Avenue property.

Per Section 6.58 of the Zoning Ordinance, vehicle tow yards are allowed as a waiver use subject to the following special requirements:

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

PUBLIC HEARING

ITEM 3 Petition 2022-03-02-10 – Excellerated Towing & Recovery

Page 2

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

The existing building, located near the front of the site, measures 6,000 square-feet, including 4,800 square feet of shop area and 1,200 square feet of office space. Parking is available along the south side of the building. The proposed tow storage yard is shown in the rear yard, which measures approximately 13,000 square feet in size and is currently unpaved. Section 9.10 of the zoning ordinance specifies that all parking areas, regardless of size, must be hard surfaced. As specified in the waiver use requirements, the entire tow yard is completely enclosed with six foot (6') high cyclone fencing. The yard's access gate is located next to the south side of the building. In front of building, next to the office, is an existing truck well.

Required parking is calculated according to a ratio of one (1) space per 500 square feet of useable floor area. Based on the size of the building, the proposed facility requires ten (10) parking spaces for both employees and customers. The site plan shows nine (9) angled parking spaces along the south side of the building. The gravel tow storage yard contains approximately twenty-five (25) parking spaces and would be used primarily for recovered vehicles and company tow trucks.

The existing building is constructed out of a combination brick and split-face block. The site plan does not show an enclosed trash dumpster area on the site. According to the petitioner, all refuse, including tires and auto parts, would be stored inside the building until such time they are taken away by an appropriate contractor.

For landscaping, based on the planting requirements of Section 10.03, the site's frontage requires one (1) full size tree, one (1) ornamental tree, and ten (10) shrubs. The site plan shows in front of the building one (1) existing full-size tree, two (2) existing ornamental trees and eighteen (18) shrubs. The existing plant material is not identified as to type.

Proposed exterior lighting includes pole-mounted LED fixtures measuring twenty feet (20') in height. The submittal does not include a site photometric plan; thus, it is not possible to determine the exact illumination levels. No residential areas would be affected by the development.

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

May 10, 2022: Study Meeting:

This item was rescheduled to the meeting of May 10th.

PUBLIC HEARING

ITEM 3 Petition 2022-03-02-10 – Excellerated Towing & Recovery

Page 3

May 17, 2022: Public Hearing:

Denying Resolution: That the request to operate a vehicle tow yard at 12780 Wayne Road is hereby denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed use complies with all the general waiver use standards and requirements as set forth in Sections 6.58 and 13.13 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the operation of a vehicle tow yard with outdoor storage at this location and the pattern of traffic generated from the proposed use would have a detrimental effect upon the neighboring properties.
3. That the nature and intensity of the proposed use is inconsistent with the predominant small manufacturing businesses that are located within this industrial park, and
4. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

Approving Resolution: That the request to operate a vehicle tow yard at 12780 Wayne Road is hereby approved, subject to City Council approval and the following conditions:

1. That the Site Plan identified as A 01 dated March 24, 2022, prepared by Medora Building Company, is hereby approved and shall be adhered to.
2. All parking spaces, except the required barrier free parking, shall be striped at ten feet (10') wide by twenty feet (20') in length as required, and the number and location of the barrier free parking space(s) shall be provided at the direction of the Inspection Department.
3. That the maximum number of vehicles parked on the site at any given time, including employees, customers, tow trucks and recovered vehicles, shall not exceed thirty-four (34) vehicles.
4. That the vehicle tow yard shall be resurfaced with crushed rock, gravel or a material approved by the Engineering Division prior to the issuance of the Certificate of Occupancy by the Inspection Department and shall be properly graded and drained to dispose of all surface water and maintained in a dust-proof condition; provided, further, that—pursuant to Section 9.10 of the Zoning Ordinance—the tow yard shall be hard surfaced with a pavement type and thickness as approved by the Engineering Division within two (2)

PUBLIC HEARING

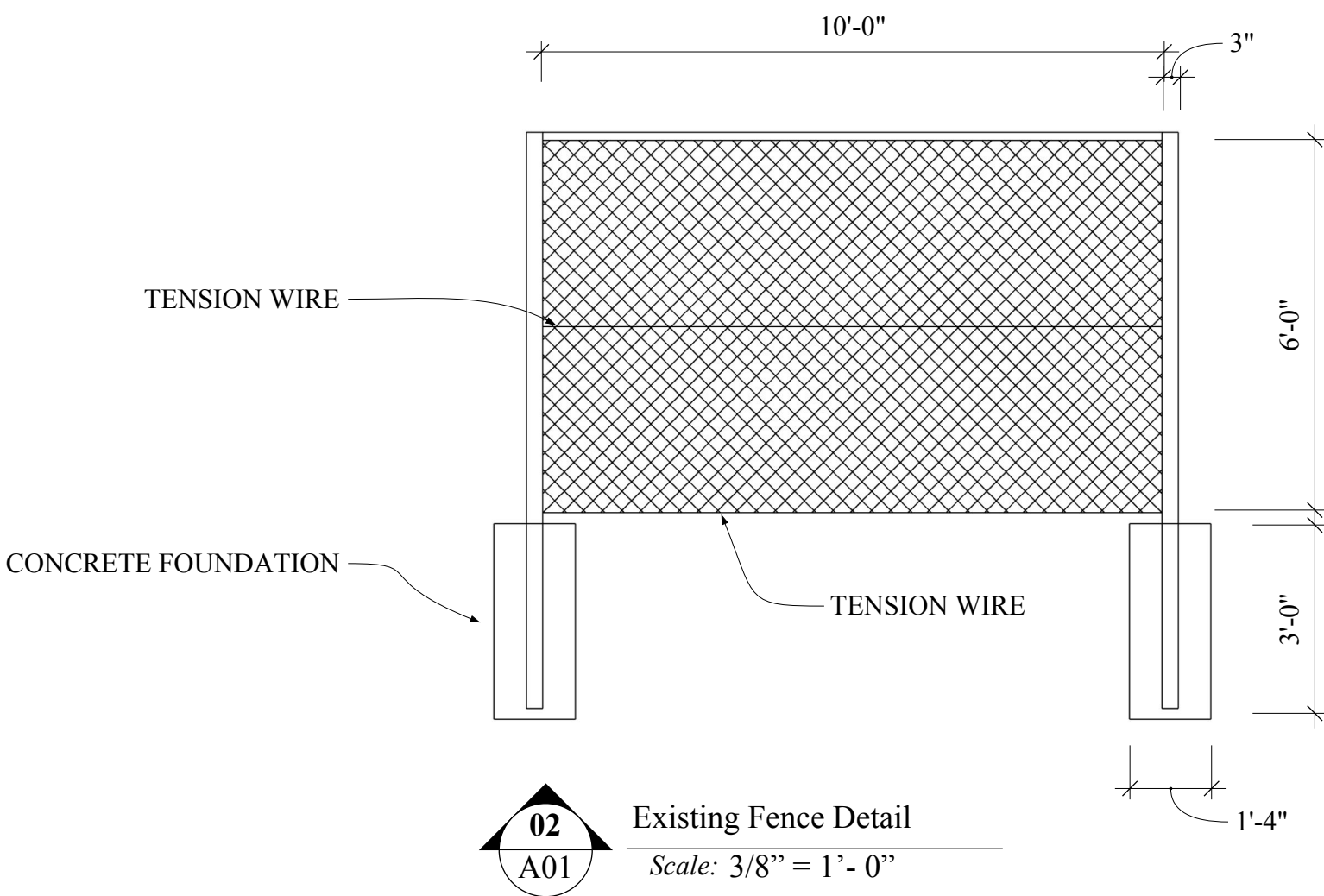
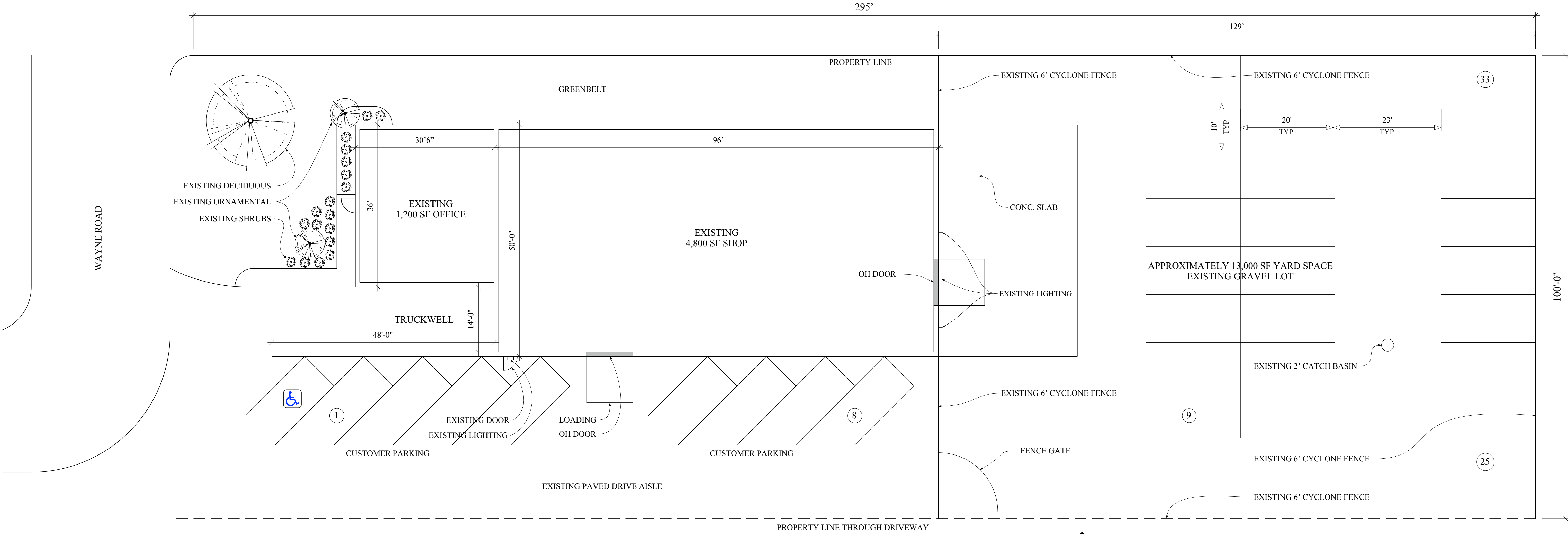
ITEM 3 Petition 2022-03-02-10 – Excellerated Towing & Recovery

Page 4

years from the date that the Certificate of Occupancy is issued unless waived by City Council.

5. That the site's landscaping shall be restored to the satisfaction of the Inspection Department and thereafter permanently maintained in a healthy condition.
6. That any pole-mounted light fixtures shall not exceed twenty feet (20') in height and shall be aimed and shielded to minimize stray light trespassing across property lines and glaring into adjacent roadways.
7. That there shall be no outside dumpster located on the site, and all trash must be contained within the building except on the day trash is scheduled for removal. That any facilities for the outdoor storage of refuse shall be screened by means of an enclosure constructed of masonry walls with metal enclosure gates.
8. That only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
9. That the specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time the building permits are applied for; and
10. Pursuant to Section 13.13 of the Livonia Vision 21 Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

EXCELLERATED TOWING & RECOVERY
12780 WAYNE ROAD
LIVONIA, MI 48150



A
A01

PROPOSED SITE PLAN
Scale: 3/32" = 1'- 0"

0

GENERAL NOTES

ZONING: M-1 LIGHT MANUFACTURING
EXISTING BUILDING AREA: 6,000 SQ FT

1. ALL SITE DATA GATHERED BY EXISTING MUNICIPAL DOCUMENTS AND GIS DATA FROM THE CITY OF LIVONIA. ALL DIMENSIONS ARE SUBJECT TO REVIEW.

PROGRESS DRAWING

This drawing is not intended to be used for contract pricing or fabrication purposes. All content is subject to change.

REVISIONS		REMARKS
MM/DD/YY	DRAWN BY: BC	
1	03/24/22	...
2	--/--/--	...
3	--/--/--	...
4	--/--/--	...
5	--/--/--	...

Medora Building Company
Development - Construction

EXCELLERATED TOWING & RECOVERY

PROPOSED SITE PLAN

A	O1
---	----

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSINAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

March 28, 2022

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2022-03-02-10 – 12780 Wayne Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The existing parcel is assigned the address of **#12780 Wayne Road**.

The existing building is currently serviced by public water main, storm sewer and sanitary sewer. According to the proposed plans, there should not be impacts to the existing utilities.

Should the developer need to make revisions to the existing leads, or do any work within the Wayne Road right-of-way, they will need to submit Engineering 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,


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

cc: 2022 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

DAVE HEAVENER
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: April 18, 2022
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition 2022-03-02-10 12780 Wayne Rd.

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

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

On submitted plans, please include nearest fire hydrant location(s).

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla
Sr. Fire Inspector

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

March 29, 2022

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

RECEIVED
APR 01 2022
CITY OF LIVONIA
PLANNING COMMISSION

Re: Petitions 2022-03-02-10 - 12780 Wayne Road

Mr. Miller,
I have reviewed the plans in connection with the petition. I have no objections to the proposals.

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

Sincerely,

FOR THE CHIEF OF POLICE,

Sgt. Scott Szczepanski #543

Scott Szczepanski, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
SANITATION
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

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

Date: April 19, 2022

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2022-03-02-10 - 12780 Wayne Road

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

1. The rear of this property is gravel. The petitioner would need to pave the rear lot within two years if this petition moves forward.
2. A zoning compliance permit and inspections of the building and property will be required if this petition moves forward.

This Department has no further objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

April 8, 2022

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

Petition 2022-03-02-10 - 12780 Wayne Road

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. The following amounts are due to the City of Livonia:

Unpaid water and sewer charges:	\$ 222.82
Total Due City of Livonia	\$ 222.82

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

Transaction Statement

Service Address

12780 WAYNE
LIVONIA, MI 48150

Mailing Address

STRAIGHT SHOT PERFORMANCE
12824 BERWYN
REDFORD, MI 48239

Account Number

017001100-001

Amount Due

\$222.82

Account Number

017001100-001

From - Through

10/08/2021 - 04/08/2022

Services

Water & Sewer - Metered

Service Address

12780 WAYNE
LIVONIA, MI 48150

Beginning Balance

\$0.00

Date	Type	Amount	Description
10/18/2021	Bill	\$91.20	Due Date 11/10/2021
11/15/2021	Penalty	\$9.12	
01/14/2022	Bill	\$102.24	Due Date 02/10/2022
02/14/2022	Penalty	\$20.26	

Total Due

\$222.82

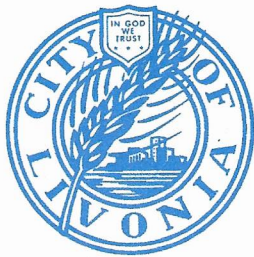
Transaction Statement

Account Number

017001100-001

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

April 5, 2022

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

Re: Petition 2022-03-02-10

12780 Wayne Road
Excellerated Towing & Recovery

Dear Mr. Miller,

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

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

UNAPPROVED MINUTES

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MINUTES OF THE 1,187th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, May 17, 2022, the City Planning Commission of the City of Livonia held its 1,187th Public Hearing and Regular Meetings 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: Carol Smiley Glen Long Betsy McCue
Dave Bongero Peter Ventura Sam Caramagno
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 #3 PETITION 2022-03-02-10 Excellerated Towing

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval pursuant to Sections 3.16 and 6.58 of The Livonia Vision 21 Zoning Ordinance, as amended, to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28.

Mr. Taormina: Thank you. This request is to operate a vehicle tow yard. The site is on Wayne Road south of Schoolcraft Road. The property is roughly 0.68 acres, measuring 100 feet in width by 290 feet in depth. The zoning is M-1, Light Manufacturing, and the site is completely surrounded by other industrial properties. The existing building is on the front part of the site. This building is roughly 6,000 square feet in size. It includes 4,800 square feet of shop area and approximately 1,200 square feet of office space. Parking is available on the south side of the building, as well as behind the building on the east side. The proposed tow storage yard would be in the rear yard. This fenced-in area is about 13,000 square feet and contains a gravel surface. Gated access to the proposed vehicle tow yard would be located next to the southeast corner of the building. On the front of the building next to the office, there's an existing truck well. It is uncertain if it would serve any purpose for the proposed use. Eight (8) paved parking spaces are shown on the south side of the building which would be available for customers. The gravel tow storage yard has the capacity to accommodate roughly 25 parking spaces for both recovered vehicles and company tow trucks. The site plan does not show any trash containers. Landscaping requires one full size tree plus one ornamental tree and 10 shrubs. The plan shows one existing full-size tree, two ornamentals and 18 shrubs. Thus, the plan provides the required amount of landscaping. In terms of exterior lighting, the plan is showing wall packs placed on the rear wall of the building. We're not sure how the south parking spaces are or would be illuminated, but the rear appears that it would be with the use of the wall packs. The site would be allowed one wall sign measuring 25 square feet, but we do not have details on that. With that I will read the correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated March 28, 2022, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The existing parcel is assigned the address of #12780 Wayne Road. The existing building is currently serviced by public water main, storm sewer and sanitary sewer. According to the proposed plans, there should not be impacts to the existing utilities. Should the developer need to make revisions to the existing leads, or do any work within the Wayne Road right-of-way, they will need to submit Engineering drawings to this*

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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 Livonia Fire & Rescue Division, dated April 18, 2022, which reads as follows: “This office has reviewed the site plan submitted in connection with a request to construct a commercial building on property located at the above referenced address. We have no objections to this proposal with the following stipulations: On submitted plans, please include nearest fire hydrant location(s). A further detailed plan review will take place when this division receives an official plan set.” The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated March 29, 2022, which reads as follows: “I have reviewed the plans in connection with the petition. I have no objections to the proposal.” The letter is signed by Scott Szczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated April 19, 2022, which reads as follows: “ Pursuant to your request, the above referenced Petition has been reviewed. 1. The rear of this property is gravel. The petitioner would need to pave the rear lot within two years if this petition moves forward. 2. A zoning compliance permit and inspections of the building and property will be required if this petition moves forward. This Department has no further objections to this Petition.” The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated April 8, 2022, which reads as follows: “ I have reviewed the address connected with the above noted petition. The following amounts are due to the City of Livonia: Unpaid water and sewer charges: \$ 222.82 Total Due City of Livonia \$ 222.82” The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated April 5, 2022, 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. At this time 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. Thank you.

Mr. Wilshaw: Thank you. Mr. Taormina. Is there any questions for our planning staff? Ms. Smiley.

Ms. Smiley Currently, what's in there right now, Mark?

Mr. Taormina: I don't know the actual business or use.

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Ms. Smiley: Well, I'm looking at this overhead, and I was just curious, what's going on there?

Mr. Taormina: A business that has a very strange way of storing their equipment in the back just based on the aerial photograph.

Ms. Smiley: Okay. Thank you.

Mr. Wilshaw: Thank you, Ms. Smiley. Any other questions for our planning staff? Is our Petitioner in the audience? You are welcome to come forward to our podium. Good evening, sir. I'll ask that you start with your name and address.

Michael fields, 14310 21 ½ Mile Road, Marshall, MI.

Mr. Wilshaw: Okay. Thank you, Mr. Fields. And is there anything else that you'd like to add to this petition?

Mr. Fields: No, not at the current moment.

Mr. Wilshaw: Okay, is there any questions from any of our commissioners for our petitioner? Mr. Caramagno.

Mr. Caramagno: When you were here...seems like an eternity ago, with the study session, you told me you had a towing yard off of Telegraph Road.

Mr. Fields: Correct.

Mr. Caramagno: Was it Tamaroff?

Mr. Fields: We rent space from Tamaroff. 25 spots.

Mr. Caramagno: Okay. Do you keep equipment there?

Mr. Fields: Nothing other than our trucks.

Mr. Caramagno: What do you keep in the 25 spots that you hold for Tamaroff?

Mr. Fields: Well, we were keeping cars that needed to go to insurance companies or collision shops or what have you, but we've downsized down to 10 spots.

Mr. Caramagno: So, you said you dialed back at 10 spots?

Mr. Fields: Yes.

Mr. Caramagno: Because I drove by there and I didn't see any Excellerated equipment towing. I didn't see any smashed up cars. I didn't see anything there.

Mr. Fields: We've stopped doing a lot of roadside, so we don't really have the need for that much space anymore.

Mr. Caramagno: But you still hold that spot, but you don't utilize...

Mr. Fields: In case we need it.

Mr. Caramagno: Okay, so where do you operate out of now?

Mr. Fields: Right now we're all mobile. We're mobile until this deal here and either passes or fails. There's no need for us to secure any other property because we're in the middle of this process right here. Because the property we're trying to build in Livonia obviously did not go through. So that kind of basically threw us for a big loop.

Mr. Caramagno: So mobile, meaning you keep the trucks...

Mr. Fields: On the road, basically 24 hours now and I let two of the drivers take the trucks home.

Mr. Caramagno: Okay, so when you tow something, you tow it, where to?

Mr Fields: Either to our shop or to owners' residence. If it needs to be stored overnight, we have the ability to store about 10 vehicles.

Mr. Caramagno: Is that what the intent of this building on Wayne Road is? You'd bring the equipment and keep your trucks there?

Mr. Fields: Yes.

Mr. Caramagno: Okay. Thank you.

Mr. Wilshaw: Thank you. Mr. Caramagno. Any other questions for our petitioner? No other questions from our commissioners? Mr.Long.

Mr. Long: What would be the average stay of a vehicle at this location?

Mr. Fields: I would say two to three days at the most. Probably more like 12 to 14 hours.

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- Mr. Long: Thank you.
- Mr. Wilshaw: Thank you, Mr. Long. Any other questions? Ms. Smiley/
- Ms. Smiley: If like the car was involved in an accident or something and...don't police have to keep it for evidence for a while.
- Mr. Fields: No, we don't have a police contract. That's something totally different. If a vehicle is picked up on the scene, and there's any investigation, it wouldn't go to us it will go to Livonia towing or whoever has the contract for the Livonia Police Department, which we're not interested in.
- Ms. Smiley: So, you're not interested in bidding or doing anything with the Police Department?
- Mr. Fields: No, ma'am. Not at all.
- Ms. Smiley: Okay. Thank you.
- Mr. Wilshaw: Thank you. Ms. McCue.
- Ms. McCue: Sorry, just to reiterate this, but so your model that you have right now is basically going to continue. It's just that you will have a location to park your trucks.
- Mr. Fields: Correct.
- Ms. McCue: You're not storing cars there? There's nothing else? You're not adding additional services or anything like that?
- Mr. Fields: No. We're downsizing.
- Ms. McCue: Okay. Thank you.
- Mr. Fields: Yep. You're welcome.
- Mr. Wilshaw: All right. Any other questions for our petitioner? I don't see any other questions. Anyone in our audience wishing to speak for or against this item? We do have one person coming forward. Give them a chance to come forward and speak. Good evening, sir.
- Chris Reeve. 12815 Wayne Road, Livonia, MI. I operate a commercial flooring installation company at 12815 Wayne Road. We're right around the corner of Wayne and Glendale. So, I'm not really opposed to

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this, but I do have a couple of concerns. Couple questions. Couple concerns. One, would this be a temporary use exemption for the duration of their tenancy there or would the rest of us in that zone also have the additional benefit of that from a commercial property value? standpoint?

Mr. Wilshaw: Well, this is a waiver-use that's being sought to us, and the waiver-use runs with the property. Is that correct Mr. Taormina?

Mr. Taormina: That is correct unless we stipulate that it's for this user only.

Mr. Reeve: Okay, and the other two concerns...I know that that building does have a gated lot, so would all the tow vehicles and recovered vehicles be kept behind that gated lot?

Mr. Wilshaw: that's something that we could, again, stipulate in our approval if we wanted to do that.

Mr. Reeve: And the main couple reasons for concern...our business, we have a gated privacy fence and a gated backlot and we've already had two vehicles and a trailer stolen from back there, so...I'm also a little bit concerned about the extra traffic, off hours traffic, you know, whether it be extra, you know, maybe police patrol in that area because it is kind of a blind corner. You know, and it does dead end. So, it is kind of a little bit of a security concern for us as well... But definitely, like I said, I'm not opposed to it if we can all just kind of work together with those concerns.

Mr. Wilshaw: Sure. Makes sense. Appreciate that. Alright, thank you for coming this evening. Anyone else wishing to speak on this item? for or against? I don't see anyone else coming forward. Mr. Fields, is there anything else that you wanted to add before we make our decision?

Mr. Fields: No, not at the moment.

Mr. Wilshaw: Okay. Any other questions from any of our commissioners for petitioner? If there's nothing else, I'll close the public hearing and a motion be an order. Thank you for coming.

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

#05-26-2022 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on May 17, 2022, on

Petition 2022-03-02-10 submitted by Excellerated Towing & Recovery requesting waiver use approval pursuant to Sections 3.16 and 6.58 of The Livonia Vision 21 Zoning Ordinance, as amended, to operate a vehicle tow yard at 12780 Wayne Road, located on the east side of Wayne Road just south of Schoolcraft Road in the Northwest ¼ of Section 28, the Planning Commission does hereby recommend to the City Council that Petition 2022-03-02-10 be denied for the following reasons:

1. That the petitioner has failed to affirmatively show that the proposed use complies with all the general waiver use standards and requirements as set forth in Sections 6.58 and 13.13 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the operation of a vehicle tow yard with outdoor storage at this location and the pattern of traffic generated from the proposed use would have a detrimental effect upon the neighboring properties.
3. That the nature and intensity of the proposed use is inconsistent with the predominant small manufacturing businesses that are located within this industrial park, and
4. That the petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

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

Mr. Wilshaw: Is there any discussion?

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JULY 25, 2022**

Meeting was called to order at 8:30 p.m. by President Jim Jolly. Present: Vice President Laura Toy, Scott Bahr, Kathleen McIntyre, Brandon McCullough, Rob Donovic, Scott Morgan. Absent: None.

Elected and appointed officials present: City Clerk, Susan Nash, Paul Bernier, City Attorney, Mark Taormina, Director of Planning and Economic Development, Todd Zilincik, City Engineer, LaShawn Thomas, Director of Governmental Affairs, Brandie Isaacson, Director of Housing, Jeannine Laible, Director of Civil Service, Ted Davis, Superintendent of Parks and Recreation, Don Rohraff, Director of Public Works, Jacob Rushlow, Assistant Director of Public Works.

8. REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: for the emergency repairs at the City fueling sites, from budgeted funds.

Don Rohraff, Director of Public Works, presented the request to Council.

Councilmember Kathleen McIntyre asked what happened, since quarterly inspections are done, but this wasn't picked up. Don Rohraff confirmed and stated this isn't in the contract for what is done during the quarterly inspection and would significantly increase the contract to add that service. Councilmember McIntyre asked if this is something that could be done yearly or every year and a half. Don stated the conversation has taken place and the contract will be changed moving forward. Councilmember McIntyre asked if the cost information could be brought back to Council.

Councilmember Brandon McCullough asked if the last six months to a year of preventative maintenance reports for the inspections could also be provided.

Councilmember Brandon McCullough offered an approving resolution on the Regular agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

8.

DPW
July 14, 2022

MEETING DATE

Study Meeting of July
25, 2022

PREPARED BY

Don Rohraff, Director of Public Works,

AGENDA ITEM

REQUEST TO AUTHORIZE APPROPRIATION AND EXPENDITURE: Department of Public Works, re: for the emergency repairs at the City fueling sites, from budgeted funds.

BACKGROUND

The City of Livonia has quarterly inspections performed on all of its fueling sites. Additionally, the State of Michigan performs compliance inspections every three years of the fuel sites and issues a compliance certificate for each site. During the state inspection, violations were received on numerous sites that would result in the shut down of the fueling sites if not repaired in a three-month period. Due to the time sensitive deadline, the unknown degree of repairs needed and the majority of the equipment being underground. We authorized our contractor to begin the repairs as soon as they were available to meet the deadlines. The contractor was working on time and materials basis and until the concrete had been removed we were unaware of the extent of the repairs needed. The repairs were completed in the required time without any interruption of service to the fuel sites and all sites except the police department site have received compliance certification. The police fuel site is waiting for parts and has been given an extension of time to complete.

RECOMMENDATION

In accordance with Section 3.04.140.D.1 of the Livonia Code of Ordinances, as amended, we hereby notify you of this emergency. We are requesting the following payment be made:

1. \$30,323.30 to Oscar W. Larson Company, 10100 Dixie Hwy, Clarkston, Michigan 48348 for all materials and labor necessary to perform the fuel station repairs.

FISCAL CONSIDERATION

Funding for these repairs, \$30,323.30, is budgeted in Capital Projects and will come from Account # 401-000-971-000 Capital Outlay-Minor.

ATTACHMENTS

1. LTC S072522 emergency repair at fueling sites
2. LARA
3. 00012474- Existing 03012022

APPROVED BY



Don Rohraff, Director of Public Works

Date: July 15, 2022



Michael Slater, Finance Director

Date: July 15, 2022



Maureen Miller Brosnan, Mayor

Date: July 15, 2022



STORAGE TANK SECTION

Protecting Human Health and the Environment through Education and Regulation

FACILITY INSPECTION REPORT

Owner Name & Address:

City of Livonia
12973 Farmington Rd
Livonia, MI, 48150-4202

Location of Tanks:

Livonia DPW Yard
12973 FARMINGTON
LIVONIA, MI, 48150-4202
County - WAYNE
Facility ID - 00006740

ATTENTION: City of Livonia

A(n) Records Investigation was conducted on Thursday, July 7, 2022, for the above-referenced facility for compliance with Part 211, Underground Storage Tank Regulations, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451); the Michigan Underground Storage Tank Rules (MUSTR), 2018 AACSR 29.2101 et seq., and the applicable sections of the rules for the Storage and Handling of Flammable and Combustible Liquids, 2014 AACSR 29.5601 et seq. The inspection result is: Facility is Approved.

This inspection report has been generated to notify the Owner or the Owner's representative Garry Garrison ggarrison@livonia.org of the inspection that was conducted and violations (if any) cited during the inspection.

If you have additional questions concerning this matter, please contact me.

Dan Shuck

07/07/2022

Date

Dan Shuck

Hazardous Materials Storage Inspector
Region 1
PO Box 30033
Lansing, MI 48909
Phone: 517-604-8955
Fax: (517) 332-1428
Email: SHUCKD1@michigan.gov



STORAGE TANK SECTION

Protecting Human Health and the Environment through Education and Regulation

FACILITY INSPECTION REPORT

Owner Name & Address:

AmeriGas Propane
2400 Dorr Rd
Howell, MI, 48843

Location of Tanks:

City of Livonia DPW
13405 SURREY
LIVONIA, MI, 48150-1527
County - WAYNE
Facility ID - 92085644

ATTENTION: AmeriGas Propane

A(n) Records Investigation was conducted on Thursday, July 7, 2022, for the above-referenced facility for compliance with The Michigan Fire Prevention Code, 1941 PA 207, as amended (Act 207), and the Michigan rules for Liquefied Petroleum Gases, 2014 AACR R 29.6101 et seq. The inspection result is: Facility is Certified.

This inspection report has been generated to notify the Owner or the Owner's representative Gary Garrison ggarrison@livonia.gov of the inspection that was conducted and violations (if any) cited during the inspection.

If you have additional questions concerning this matter, please contact me.

Dan Shuck

07/07/2022

Dan Shuck

Date

Hazardous Materials Storage Inspector
Region 1
PO Box 30033
Lansing, MI 48909
Phone: 517-604-8955
Fax: (517) 332-1428
Email: SHUCKD1@michigan.gov



STORAGE TANK SECTION

Protecting Human Health and the Environment through Education and Regulation

FACILITY INSPECTION REPORT

Owner Name & Address:

City of Livonia
12973 Farmington Rd
Livonia, MI, 48150-4202

Location of Tanks:

Idyl Wyld Golf Course
35786 5 MILE
LIVONIA, MI, 48154-2371
County - WAYNE
Facility ID - 91084103

ATTENTION: City of Livonia

A(n) Records Investigation was conducted on Thursday, July 7, 2022, for the above-referenced facility for compliance with The Michigan Fire Prevention Code, 1941 PA 207, as amended (Act 207), and the applicable sections of the rules for the Storage and Handling of Flammable and Combustible Liquids, 2014 AACR 29.5601 et seq. The inspection result is: Facility is Certified.

This inspection report has been generated to notify the Owner or the Owner's representative Gary Garrison ggarrison@livonia.gov of the inspection that was conducted and violations (if any) cited during the inspection.

If you have additional questions concerning this matter, please contact me.

Dan Shuck

07/07/2022

Date

Dan Shuck
Hazardous Materials Storage Inspector
Region 1
PO Box 30033
Lansing, MI 48909
Phone: 517-604-8955
Fax: (517) 332-1428
Email: SHUCKD1@michigan.gov



STORAGE TANK SECTION

Protecting Human Health and the Environment through Education and Regulation

FACILITY INSPECTION REPORT

Owner Name & Address:

City of Livonia
12973 Farmington Rd
Livonia, MI, 48150-4202

Location of Tanks:

Whispering Willows Golf Course
20500 NEWBURGH
LIVONIA, MI, 48152-1032
County - WAYNE
Facility ID - 00012472

ATTENTION: City of Livonia

A(n) Records Investigation was conducted on Thursday, July 7, 2022, for the above-referenced facility for compliance with Part 211, Underground Storage Tank Regulations, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451); the Michigan Underground Storage Tank Rules (MUSTR), 2018 AACS R 29.2101 et seq., and the applicable sections of the rules for the Storage and Handling of Flammable and Combustible Liquids, 2014 AACS R 29.5601 et seq. The inspection result is: Facility is Approved.

This inspection report has been generated to notify the Owner or the Owner's representative Gary Garrison ggarrison@livonia.gov of the inspection that was conducted and violations (if any) cited during the inspection.

If you have additional questions concerning this matter, please contact me.

Dan Shuck

07/07/2022

Date

Dan Shuck

Hazardous Materials Storage Inspector
Region 1
PO Box 30033
Lansing, MI 48909
Phone: 517-604-8955
Fax: (517) 332-1428
Email: SHUCKD1@michigan.gov

STORAGE TANK SECTION

Protecting Human Health and the Environment through Education and Regulation

FACILITY INSPECTION REPORT

Owner Name & Address:

City of Livonia
12973 Farmington Rd
Livonia, MI, 48150-4202

Location of Tanks:

Livonia Police Department
15050 FARMINGTON
LIVONIA, MI, 48154-5417
County - WAYNE
Facility ID - 00012474

ATTENTION: City of Livonia

A(n) Existing Facility Inspection was conducted on Tuesday, March 1, 2022, for the above-referenced facility for compliance with Part 211, Underground Storage Tank Regulations, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451); the Michigan Underground Storage Tank Rules (MUSTR), 2018 AACRS R 29.2101 et seq., and the applicable sections of the rules for the Storage and Handling of Flammable and Combustible Liquids, 2014 AACRS R 29.5601 et seq. The inspection result is: Facility Temporarily Approved.

- 1 280.35 (2) Overfill prevention equipment shall be inspected at least once every 3 years. At a minimum, the inspection shall ensure that overfill prevention equipment is set to activate at the correct level and will activate when regulated substance reaches that level. Provide documentation demonstrating compliance with the overfill prevention equipment inspection requirements. If the tanks are using ball and cage type overfill devices, they must be removed for the inspection. If they are found not to be functioning you cannot replace with like kind, you must install an alternate overfill type. If flappers are used, the drop tubes must be pulled and the overfill and drop tube must be inspected.
- 2 280.35 (1)(ii) The spill prevention equipment (such as a catchment basin, spill bucket, or other spill containment device) shall be tested at least once every 3 years to ensure the equipment is liquid tight. Spill prevention equipment (spill buckets) shall be tested at least once every 3 years or if the equipment is double walled, shall be monitored in accordance with section 280.36. Provide documentation demonstrating compliance with the testing requirements in 280.35 (1)(i) or 280.35 (1)(ii).
- 3 280.40 (a)(3) Release detection equipment shall be tested for the proper operation, the test shall be performed at least annually. Provide documentation demonstrating compliance with 280.40 (a)(3). Section 280.40(3) Your contractor must test the following components and criteria: Automatic tank gauge and other controllers: test alarm; verify system configuration; and test battery backup; probes and sensors: inspect for residual buildup; ensure floats move freely; ensure shaft is not damaged; ensure cables are free of kinks and breaks; and test alarm operability and communication with controller, if applicable. This includes the ATG Certification.
- 4 ·UST 280.13(c)(iv) BFS CODE: U130
Results of inspection by "B" operator for the presence of product, water, or debris in the spill containers and verifying the functional status of leak prevention equipment, such as spill and overfill.
·Remove all liquid and debris from spill buckets.
- 5 ·UST 280.20(C) BFS CODE: U102
Overfill protection.
·On the day of the inspection the overfill alarm was not functioning properly. Repair the alarm and provide documentation upon completion.

6 ·UST 280.10 (J); (FL/CL Part 3, Section 6.4.4) BFS CODE: U64

Sumps for subsurface pumps or piping manifolds of submersible pumps shall withstand the external forces to which they can be subjected without damage to the pump, tank, or piping. The sump shall be no larger than necessary for inspection and maintenance and shall be provided with a fitted cover.

·The turbine sump surface cover frames are damaged or nonexistent. Inspect all turbine sump frames and repair or replace as necessary. Some concrete work may be required.

7 ·UST 280.10(J) (FL/CL Part 3, Section 9.2.5.2 BFS CODE: S58

Each motor fuel dispensing facility or repair garage shall be provided with fire extinguishers installed, inspected, and maintained as required by NFPA 10, Standard for Portable Fire Extinguishers. Extinguishers for outside motor fuel dispensing areas shall be provided according to the extra (high) hazard requirements for Class B hazards, except that the maximum travel distance to an 80 B:C extinguisher shall be permitted to be 30.48 m (100 ft). Provide supporting documentation demonstrating compliance with Section 9.2.5.2.

·Provide documentation fire extinguishers had been serviced within the last year.

8 ·UST 280.10 (J) (FL/CL Part 3, Section 6.5.1) BFS CODE: S14

Dispenser hose shall not be longer than 18 feet and shall be listed.

·Replace any cracked/ damaged dispenser hoses.

The Inspection and violations (if any) were discussed with Gary Garrison ggarrison@livonia.gov at the time of the inspection.

Documentation shall be furnished to the office identified below verifying that the violation(s), cited in this inspection report have been corrected. The documentation shall be provided by 06/29/2022. If the cited violation(s) are not corrected and/or certification of compliance is not provided by the date specified, a reinspection will be conducted. The owner or operator of this facility will be subject to civil and criminal provisions pursuant to Part 211 of Act 451, including and not limited to placement of tags to the tank(s) prohibiting delivery of product if the stated violations have not been corrected.

If you have additional questions concerning this matter, please contact me.

Dan Shuck

03/01/2022

Date

Dan Shuck

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