

OFFICE OF THE COUNCIL

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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE STUDY MEETING OF
AUGUST 22, 2022**

8:00 P.M.*

***The start time of the Study Meeting may be delayed if the
7:00 PM Regular Meeting has not yet adjourned.**

**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.

**Study Meeting of the Council of the City of Livonia
Monday, August 22, 2022**

*8:00 p.m. - City Hall Auditorium
33000 Civic Center Drive
Livonia, Michigan

AUDIENCE COMMUNICATION

NEW BUSINESS

1. BLOCK PARTY: Louis and Kimberly Palmer, re: to be held Saturday, September 10, 2022, from 2:00 p.m. to 10:00 p.m., on Wadsworth Ave from Boston Post west until it dead ends.
2. BLOCK PARTY: Dena Endres, re: to be held Sunday, September 25, 2022, from 2:00 p.m. to 8:00 p.m. at the corner of Arthur, Leon and Elmira Streets north to the corner of Elmira and Yale Streets.
3. BLOCK PARTY: Wafa Dinaro, re: to be held Saturday, October 1, 2022, from 1:00 p.m. to 8:00 p.m. on Huff Street between Kingsbury and Ladywood Streets.
4. BLOCK PARTY: Lauren Grewe, re: to be held Saturday, October 8, 2022, from 12:00 p.m. to 9:00 p.m. on Sherwood, between Woodside and Parklane, with a rain date of Sunday, October 9, 2022.
5. REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Christian A. Lobb, Esq., Bator Lobb Attorneys and Counselors at Law, on behalf of Life Center, Inc., re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.
6. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Division of Police, re: to replace the Police Department's FireArms Training Simulator (FATS), from budgeted funds.
7. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 DODGE CHARGER UTILIZING THE STATE OF MICHIGAN BID PRICING: Division of Police, re: to replace an unrepairable vehicle, from budgeted funds.
8. REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Public Works; re: for the emergency repair in the City Hall Annex hallway, from budgeted funds.
9. REQUEST TO PURCHASE ONE SUPER JET 1600 HIGH PRESSURE WATER JETTER THROUGH THE SOURCEWELL PURCHASING PROGRAM: Department of Public Works, Sewer Department, through budgeted funds.
10. AWARD OF BID: Department of Public Works, re: for the Baseball Diamond Fencing Replacement Project, from budgeted funds.

Agenda for the Study Meeting of August 22, 2022

11. AWARD OF BID: Department of Public Works, re: for the Civic Center Library Atrium Roof Replacement, from budgeted funds.
12. AWARD OF BID: Department of Public Works, re: for the Carl Sandburg Roof Replacement, from the unexpended fund balance of the Library Fund.
13. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Livonia West Commerce Center 2, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property developed east of Haggerty Road, south of Schoolcraft Road in the N 1/2 of Section 30 (13100 Eckles).
14. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Livonia West Commerce Center 2, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property developed east of Haggerty Road, south of Schoolcraft Road in the N 1/2 of Section 30 (12950 Eckles).
15. REQUEST FOR CONSIDERATION OF A PROPOSED ORDINANCE AMENDMENT: Engineering Division, re: to add Chapter 22 (Stormwater Management) to Title 13 of the Livonia Code of Ordinances, as amended.

AUDIENCE COMMUNICATION

For the Regular Meeting of September 7, 2022

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 Your Government, City Council, Agendas & Minutes.

*The start time of the Study Meeting may be delayed if the 7:00 PM Regular Meeting has not yet adjourned.



LETTER TO THE LIVONIA CITY COUNCIL

1.

City Clerk
August 4, 2022

MEETING DATE

S082222/R09722

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Louis and Kimberly Palmer, re: to be held Saturday, September 10, 2022, from 1:00 p.m. to 10:00 p.m. in Alden Village Subdivision, Wadsworth from Boston Post west to dead end of Wadsworth), no rain date requested.

BACKGROUND

Request to host block party within Alden Village Subdivision, Wadsworth from Boston Post west to dead end of Wadsworth (map included). Block party to include pot luck, games and crafts.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. Alden Village Sub, Block Party Request

APPROVED BY

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

PLEASE PRINT

Date of Application: 7/26/2022 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Louis & Kimberly Palmer

Address (please include zip code): 11866 Boston Post, Livonia, MI 48150

Telephone Number with area code: Home: Mobile 734-716-1061 Office: _____

Email: Livoniakay@gmail.com

Please circle what is being requested - "BLOCK PARTY" and/or "STREET BARRICADING"

9/10/2022 _____ 2pm - 10pm
Date of Block Party and/or Barricading Rain Date Start/end time of Block Party and/or Barricading
End time is no later than 10:00 p.m.

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

Alden Village Subdivision - Wadsworth
from Boston Post^{West} to dead end of Wadsworth
(See Attached Map)

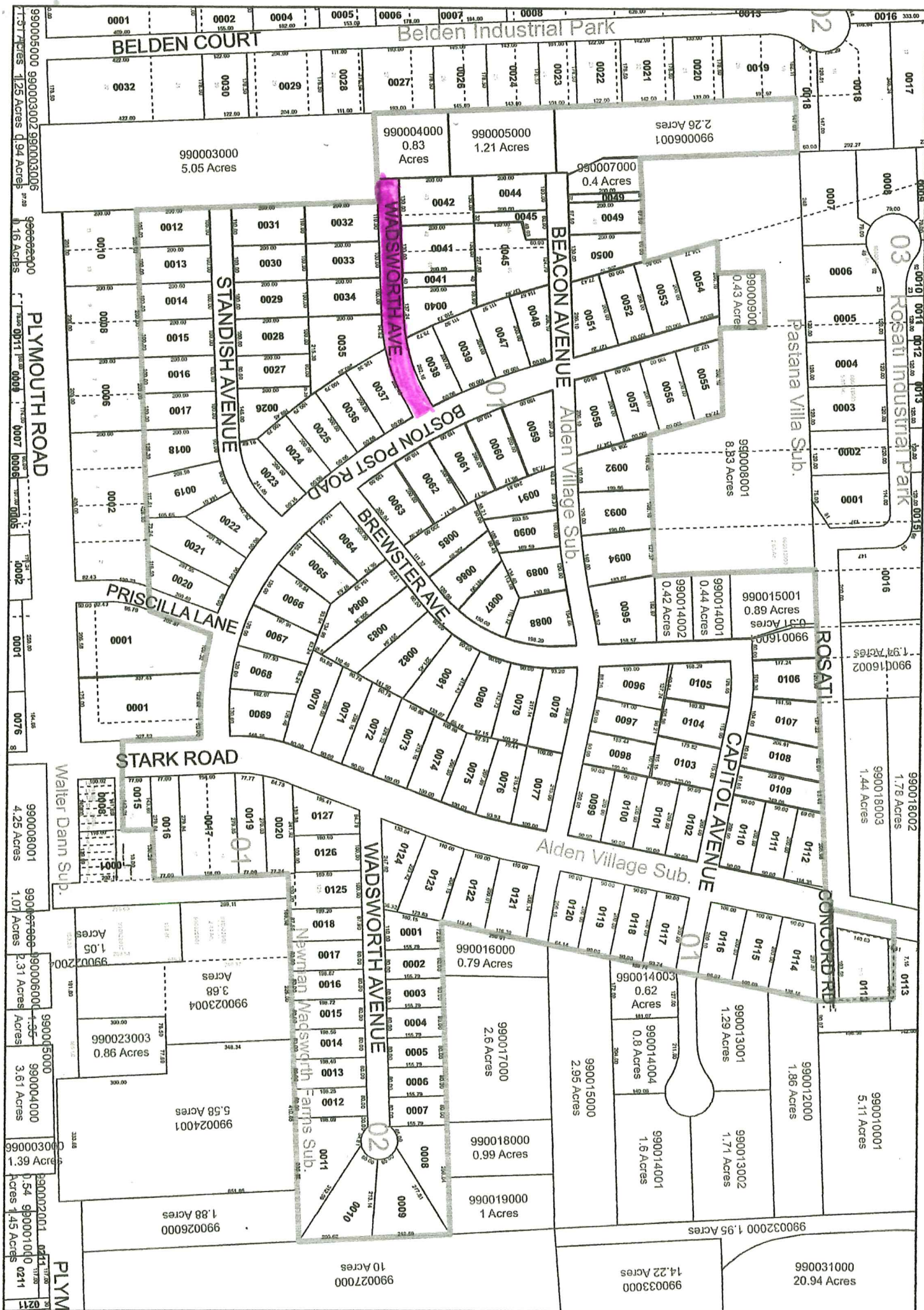
Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Pot luck, games,
CRAFTS.

How many barricades are you requesting (max. 10)? 2

Approximate Number Attending: 80

Date of Council Approval/Denial: _____

Council Resolution Number: _____





LETTER TO THE LIVONIA CITY COUNCIL

2.

City Clerk
August 4, 2022

MEETING DATE

S082222/R082222

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Dena Endres, re: to be held Sunday, September 25, 2022, from 2:00 p.m. to 8:00 p.m. at the corner of Arthur, Leon and Elmira Streets north to the corner of Elmira and Yale Streets.

BACKGROUND

Block party request from the corner of Arthur, just north of Leon Street, to the corner of Elmira and Yale Street. Block party to include games, building community, and getting to know new neighbors.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A.

ATTACHMENTS

1. Elmira, Block Party Request

APPROVED BY

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

PLEASE PRINT

Date of Application: 7.19.22 Date to appear at a Council Meeting: ? whenever

Name of Neighborhood Representative: Dena Endres

Address (please include zip code): 35639 Elmira, 48150

Telephone Number with area code: Home: 248.917.8224 Office: _____

Email: denas4israel@gmail.com

Please circle what is being requested – “BLOCK PARTY” and/or “STREET BARRICADING”

<u>Sunday, September 25TH</u>	<u>—</u>	<u>2 PM - 8 PM</u>
Date of Block Party and/or Barricading	Rain Date	Start/end time of Block Party and/or Barricading End time is no later than 10:00 p.m.

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

corner of Arthur and just north of Leon St. (where the dead end is)
to the corner of Elmira and Yale St.

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.)

BBQ, games, building community, getting to know newest
neighbors. Might do a bounce house for kids. TBD

How many barricades are you requesting (max. 10)? just some on each end of noted
streets above.

Approximate Number Attending: 50+

Date of Council Approval/Denial: _____

Council Resolution Number: _____



LETTER TO THE LIVONIA CITY COUNCIL

3.

City Clerk
August 8, 2022

MEETING DATE

S0822222 /R090722

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Wafa Dinaro, re: to be held Saturday, October 1, 2022, from 1:00 p.m. to 8:00 p.m. on Huff Street between Kingsbury and Ladywood.

BACKGROUND

Block party on Huff St. between Kingsbury and Ladywood to include BBQ, food trucks, music and bounce houses from 1:00 - 8:00 p.m. on Saturday, October 1, 2022.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A.

ATTACHMENTS

1. Huff Block Party Request

APPROVED BY

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

PLEASE PRINT

Date of Application: 7/18/2022 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Wafa Dinaro

Address (please include zip code): 15680 HUFF ST LIVONIA MI 48154

Telephone Number with area code: Home: 313 622 7038 Office: _____

Email: Wafasayed@gmail.com

Please circle what is being requested - "BLOCK PARTY" and/or "STREET BARRICADING"

Sept 10, 2022 Sept 11, 2022 1pm - 8pm
Date of Block Party Rain Date Start/end time of Block Party and/or Barricading
and/or Barricading End time is no later than 10:00 p.m.

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

HUFF ST BTWN KINGSBURY +
LADY WOOD

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) _____

BBQ, Food trucks, music, Bounce Houses

How many barricades are you requesting (max. 10)? 10 4

Approximate Number Attending: 40-70

Date of Council Approval/Denial: _____

Council Resolution Number: _____



LETTER TO THE LIVONIA CITY COUNCIL

4.

City Clerk
August 8, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

BLOCK PARTY: Lauren Grewe, re: to be held Saturday, October 8, 2022, from 12:00 p.m. to 9:00 p.m. on Sherwood, between Woodside and Parklane, with a rain date of Sunday, October 9, 2022.

BACKGROUND

Request to host Fall Festival block party on Sherwood, between Woodside and Parklane where Woodside meets Sherwood to island at Parklane and Sherwood. Event to include code and donuts, potluck, kids' activities, fall crafts, lawn games and music.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A.

ATTACHMENTS

1. Sherwood Block Party, 08-22-22

APPROVED BY

**REQUEST FOR NOISE WAIVER BLOCK PARTY and/or
BARRICADING OF CITY STREETS**

Send to: Livonia City Council, c/o City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097
or hand deliver to the City Clerk's Office at least 8 weeks prior to the planned event

PLEASE PRINT

Date of Application: August 5, 2022 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Lauren Grewe

Address (please include zip code): 15612 Woodside Livonia MI 48154

Telephone Number with area code: Home: 734-748-4138 (cell) _____ Office: n/a

Email: FairwayFarmsHOA@gmail.com

Please circle what is being requested – **“BLOCK PARTY”** and/or **“STREET BARRICADING”**

<u>Saturday October 8, 2022</u>	<u>Sunday October 9, 2022</u>	<u>12pm - 9pm</u>
Date of Block Party and/or Barricading	Rain Date	Start/end time of Block Party and/or Barricading End time is no later than 10:00 p.m.

Location of Block Party and/or Barricading: (Be specific. Indicate which streets and between which boundaries).

Sherwood, between Woodside and Parklane. Where Woodside meets Sherwood to island at
Parklane and Sherwood. Not to include any of Woodside, Westbrook, or Parklane.

Type of Event: Briefly (Describe activities planned. Music, barbecue, games, etc.) Fall Festival!

~~Cider and donuts, potluck, kids' activities such as face painting, bike parade, donut eating contest,
fall crafts; lawn games. Possibly Kona Man and music.~~

How many barricades are you requesting (max. 10)? Three; one on each end and one where Westbrook meets Parklane

Approximate Number Attending: Last year we had about 150 (guesstimation)

Date of Council Approval/Denial: _____

Council Resolution Number: _____

RECEIVED
CITY CLERK
2022 AUG - 8 AM 8:45



LETTER TO THE LIVONIA CITY COUNCIL

5.

City Clerk
August 11, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Christian A. Lobb, Esq., Bator Lobb Attorneys and Counselors at Law, on behalf of Life Center, Inc., re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

BACKGROUND

Request for designation as non-profit to obtain charitable gaming license from State of Michigan. This organization provides residential care services for persons with developmental disabilities throughout the Metro Detroit area. Fundraising event will be to offset additional costs incurred since the onset of Covid.

RECOMMENDATION

Approve request as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. Request for non-profit recognition, Life Center, 08-22-22

APPROVED BY

BATOR LOBB

ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION

GREGORY J. BATOR

4 PARKLANE BLVD, STE 310
DEARBORN, MI 48126
TELEPHONE (248) 642-7844
FACSIMILE (248) 642-5922

CHRISTIAN A. LOBB
BENJAMIN D. RIOS

August 8, 2022

Via First-Class Mail

Susan M. Nash, City Clerk
City of Livonia
33000 Civic Center Dr.
City Hall, First Floor
Livonia, MI 48154

**Re: Life Center, Inc.
Request for Resolution Recognizing Non-Profit Status**

Dear Ms. Nash:

Our office represents Life Center, Inc. ("Life Center"), a non-profit, 501c3 tax exempt organization that provides residential care services for persons with developmental disabilities across the Metropolitan Detroit area. Life Center is based in the City of Livonia, with its offices currently located at 19575 Victor Parkway, Ste., 230, Livonia. Life Center has maintained its principal business offices in Livonia since 1994.

Life Center is in the process of applying to the Michigan Gaming Control Board for a charitable gaming license. To qualify, Life Center must submit a copy of a resolution passed by a local body of government in which the organization conducts its principal activities stating the organization is a recognized non-profit organization in the community. The Michigan Gaming Control Board has developed a Local Governing Body Resolution for Charitable Gaming License for this purpose. Please see Attachment A. Life Center requests that this resolution be placed on the Livonia City Council's agenda at the earliest opportunity.

To assist the City Council in resolving that Life Center is a "recognized non-profit organization in the community the following supporting documents are attached:

- IRS tax exemption letter establishing that Life Center is a non-profit charitable organization; (Attachment B).
- A letter summarizing Life Center's organizational purpose. (Attachment C).

BATOR LOBB, P.C.

Susan M. Nash, City Clerk

City of Livonia

August 8, 2022

Page 2

- Articles of Incorporation with Amendments establishing that Life Center is organized on a non-profit basis; (Attachment D).
- Corporate Bylaws establishing that Life Center is organized on a non-profit basis. (Attachment E).

Since the onset of COVID, Life Center has faced the daunting challenge of maintaining 24-hour staffing for individuals with disabilities. This has resulted in increased costs for overtime pay, hiring, and COVID related personal protection equipment and supplies. Life Center is pursuing the fundraising opportunities available under a Charitable Gaming License to help offset those additional costs. Approval of the attached resolution by the Livonia City Council would be of tremendous assistance for Life Center to continue with their charitable purpose.

Thank you for your consideration of this request. You may direct any follow up questions, or confirmation as to whether the resolution will be on the Board's agenda, to my attention.

Very truly yours,

BATOR LOBB, P.C.



Christian A. Lobb

CAL/kc

Enclosures

cc: Erich Audretsch, Life Center, Board President
Samantha Nieuwenbroek, Life Center, Program Director

Exhibit A



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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

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

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

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

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

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

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be
considered for _____
APPROVAL/DISAPPROVAL

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

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted
by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

Organization Information: _____
19575 Victor Parkway, Ste., 230, Livonia 48152
ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

Erich Audretsch, Board President
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

(734) 261- 1094
PHONE NUMBER

Exhibit B

Internal Revenue Service
District Director

Department of the Treasury

Date: NOV 4 1983

Employer Identification Number:

38-2418870

Accounting Period Ending:

September 30

Foundation Status Classification:

509(a)(1) and 170(b)(1)(A)(vi)
Advance Ruling Period Ends:

September 30, 1984

Person to Contact:

Charlotte Hunter

Contact Telephone Number:

513-684-2501

Life Center, Incorporated
32625 W. Seven Mile Rd. Suite 9
Livonia, MI 48152

Dear Applicant:

Case 313259000EO

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1)* organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1)* status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1)* organization.

P.O. Box 2508, Cincinnati, Ohio 45201

(over)

Letter 1045(DO) (6-77)

* and 170(b)(1)(A)(vi)

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

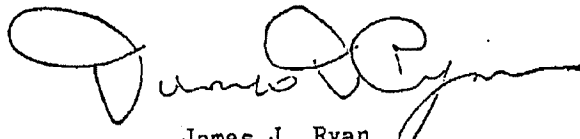
You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



James J. Ryan
District Director

For tax years ending on or after December 31, 1982, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000, instead of \$10,000 as indicated above.

Beginning January 1, 1984, unless specifically excepted, you must pay taxes under the Federal Insurance Contributions Act (social security taxes) for each employee who is paid \$100 or more in a calendar year. Letter 1045(DO) (6-77)

Exhibit C



19525 Victor Parkway
Livonia, Michigan • 4815w
Toll Free: 888.285.2237
www.lifecenterinc.net

June 17, 2022

RE: Purpose Letter—Licensing application for poker fundraising

To Whom It May Concern:

Organizational Purpose

Life Center, Inc. is a tax exempt, 501 (c) (3), non-profit organization dedicated to providing services for persons with disabilities. The agency's intention is to provide support so that people with disabilities can lead fulfilling lives in the community.

Funds

Life Center provides residential and staffing services for individuals with disabilities with its funding. The agency is funded through contracts with Detroit Wayne Integrated Health Network, Macomb County Community Mental Health, and Oakland County Health Network. These entities receive funds from the Michigan Department of Health and Human Services to purchase these services from credential providers. In turn, the state receives funds from the federal government to offer these services through the Medicaid program.

Sincerely,

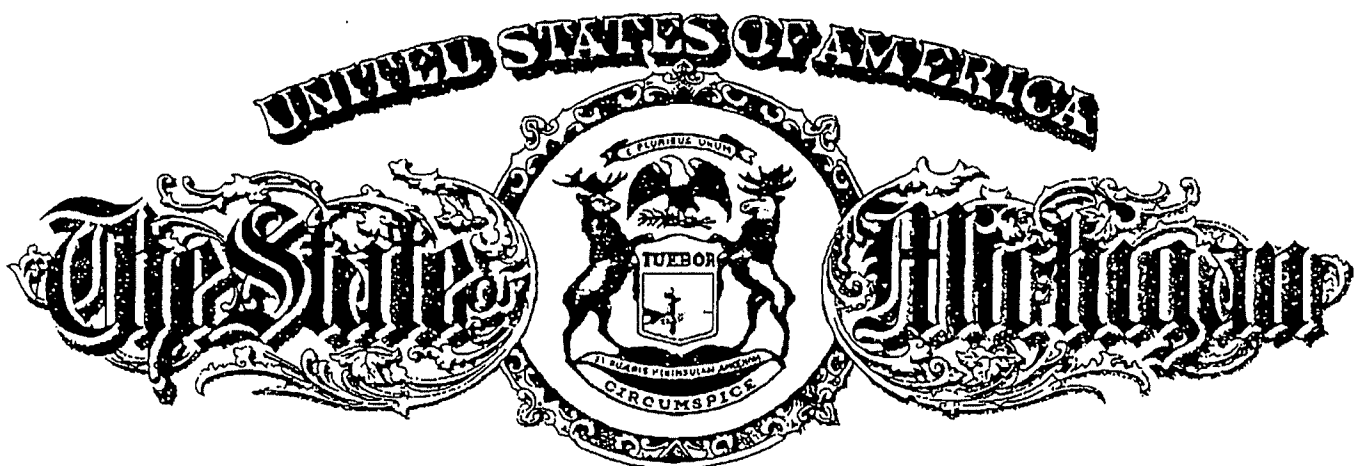
Erich Audretsch
President

CC: Samantha Nieuwenbroek, Carrie DeBrincat, Melissa Bradley, Ray Nichols, Theirl Jarman, Jana Roeder

Making a
difference
One life at a
time

Macomb 36975 Utica Road; Suite 100 • Clinton Township, MI 48036 • 888.335.9318

Exhibit D



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 26th day of June, 2001

Andrew S. Mitchell, Director

Bureau of Commercial Services

(Please do not write in spaces below—for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
FILED JUN 15 1982 Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau	Date Received
	MAY 24 1982
Corporation Number	887-047

(SEE INSTRUCTIONS ON REVERSE SIDE)

(Non-Profit Domestic Corporations)

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed by the incorporators for the purpose of forming a non-profit corporation pursuant to the provisions of Act 327, Public Acts of 1931, as amended, and Act 284, Public Acts of 1972, as amended, as follows:

ARTICLE I.

The name of the corporation is LIFE CENTER, INCORPORATED

ARTICLE II.

The purpose or purposes for which the corporation is organized are as follows:
(See Part 2 of Instructions)

The Corporation is organized and operated exclusively for charitable and educational purposes as described, authorized and limited in Section 501 (C) (3) of the Internal Revenue Law.

To provide and/or facilitate the provision of, services and/or programs for physically and/or mentally disabled or handicapped persons, persons that are mentally ill, and the elderly in order that they may attain or maintain their optima level of functioning in the least restrictive and most normative environment possible and in a way that promotes the greatest amount of personal independence. This shall include, but not be limited to the following areas; Housing; Training or Educational Programs for the Target Populations, their families programs/service Staff and Professionals, and the community; Counseling and Guidance; Supervision; Recreational, Social and Vocational programs; Transportation, Fiscal program and personnel management; Fiscal program Assessment; and the writing, publication and dissemination of residant materials.

To transact business, including the receipt and payment of monies, the care and custody of property, and other incidental business matters in connection with providing the services and/or programs described in paragraph two and three of this article.

All of the assets and earnings shall be used exclusively for the purposes hereinabove set forth, including the payment of expenses incidental thereto, and no part of the net earnings shall inure to the benefit of

*(Continued on attached sheet)

ARTICLE III.

Said corporation is organized upon a NON-STOCK basis.
(Stock-share or non-stock)

(a)

(If upon a stock-share basis fill in the following)

The total number of shares of stock which the corporation shall have authority to issue is _____
of the par value of \$ _____ per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows: _____

(b)

(If upon a non-stock basis strike out paragraph (a) above and fill in the following)

The amount of assets which said corporation possesses is:

*Real Property: (Give description and value. If none, insert "none".) NONE

*Personal Property: (Give description and value. If none, insert "none".) NONE

Said corporation is to be financed under the following general plan:

Federal, State and Local grants; Security income monies; Contract with
Federal, State and Local agencies or individuals; Federal Social Security
and Supplement; Donations.

ARTICLE IV.

(1) The address of the initial registered office is (See part 3 of Instructions)

603 West Eleven Mile Road Royal Oak Michigan 48067
(No. and Street) (Town or City) (Zip Code)

(2) The mailing address of the initial registered office is (need not be completed unless different from the above address—See part 2 of Instructions)

_____ Michigan _____
(No. and Street) (Town or City) (Zip Code)

(3) The name of the initial resident agent at the registered office is

Ray Nichols

ARTICLE V.

The names and addresses of the incorporators are as follows:

(At least 3 incorporators are required; See Part 4 of Instructions)

Names

Residence or Business Address

Ray Nichols 603 West Eleven Mile Road, Royal Oak, Michigan 48067
Erich Audretsch, 355 Lincoln Road, Grosse Pointe, Michigan 48230
Leigh D. Gerhardt, 1714 Bedford Sq., Rochester, Michigan 48063

ARTICLE VI.

The names and addresses of the first board of directors (or trustees) are as follows:
(At least 3 directors or trustees are required; See Part 4 of Instructions)

Names

Residence or Business Address

Ray Nichols, 603 West Eleven Mile Rd., Royal Oak, Michigan 48067
Erich Audretsch, 355 Lincoln Road, Grosse Pointe, Michigan 48230
Leigh D. Gerhardt, 1714 Bedford Sq., Rochester, Michigan 48063

ARTICLE VII.

(Here insert any desired additional provisions authorized by the Acts)

These Articles of Incorporation are hereby signed by the incorporators on this 19 day of MAY, 19 82.

Ray Nichols

Erich Audretsch

Leigh D. Gerhardt

ARTICLE II. (Continued)

any private member or individual and no substantial part of its activities or of any organization to which it may contribute shall be for the carrying on of propaganda or otherwise attempting to influence legislation or participate in or influence any political campaign, or any other activity which would disqualify the Corporation from tax exemption under §501 of the Internal Revenue Code or other applicable federal, state or local law, regulation now or hereafter enacted.

(*In the event of dissolution, all assets, real and personal,
(shall be distributed to such organizations as are qualified
(as tax exempt under Section 501 (c)(3) of the Internal Revenue
(Code or the corresponding provisions of a future United States
(Internal Revenue law.

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	Date Received OCT 2 5 1994
FILED	
OCT 2 6 1994	
ADMINISTRATOR MICHIGAN DEPARTMENT OF COMMERCE CORPORATION & SECURITIES BUREAU	

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: LIFE CENTER, INCORPORATED

2. The corporation identification number (CID) assigned by the Bureau is:

8	8	7	—	0	4	7
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3. The location of its registered office is:

15419 Middlebelt
(Street Address)

Livonia
(City)

Michigan 48154
(ZIP Code)

4. Article VII of the Articles of Incorporation is hereby amended to read as follows:

A. A volunteer director is not personally liable to the corporation or its shareholders or members for monetary damages for a breach of the director's fiduciary duty. However, the provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation or its shareholders or members.
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (iii) A violation of section 551(1).
- (iv) A transaction from which the director derived an improper personal benefit.
- (v) An act or omission occurring before the date of filing this Certificate of Amendment to the Articles of Incorporation.
- (vi) An act or omission that is grossly negligent.

B. The corporation assumes all liability to any person other than the corporation, its shareholders, or its members for all acts or omissions of a volunteer director occurring on or after the date of filing this Certificate of Amendment to the Articles of Incorporation.

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

- a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the ____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.
- Signed this _____ day of _____, 19____.

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

- b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 11th day of November, 1994. The amendment: (check one of the following)

- ☒ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- ☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- ☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2) of the Act if a nonprofit corporation, and Section 407 (1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407 (3) of the Act if a non-profit corporation, and Section 407 (2) of the Act if a profit corporation.

Signed this 17 day of October, 1994

By Ray Nichols
(Only signature of: President, Vice-President, Chairperson and Vice-Chairperson)

Ray Nichols
(Type or Print Name)

President
(Type or Print Name)

Exhibit E

LIFE CENTER, INCORPORATED

BY-LAWS

ARTICLE I. NAME

The name of this corporation is **LIFE CENTER, INCORPORATED**

ARTICLE II. ACTIVITIES AND OBJECTIVES

The activities or purposes of the corporation are to operate only for charitable, educational and/or scientific purposes entitling the corporation to exemption from taxation under §501(c)(3) of the United States Internal Revenue Code of 1986, as the same may be amended from time to time, or the corresponding provisions of whatever revenue laws of the United States shall be in force from time to time (the "Code") including to provide and facilitate the provision of services and programs for physically and mentally disabled or handicapped persons, persons that are mentally ill, and the elderly in order that they may attain or maintain their optimal level of functioning in the least restrictive and most normative environment possible and in a way that promotes the greatest amount of personal independence. The Corporation's activities shall include, but not be limited to, the following areas: housing; transportation, training and educational programs for the target population, their families and the community; training and educational programs for staff and professionals; counseling and guidance; social and vocational programs; personal fiscal management and assessment; publication and dissemination of resident materials and to engage in any lawful activity in furtherance of the foregoing activities and purposes and for which a corporation may be formed under the Nonprofit Corporation Act of Michigan, as the same may be amended and revised and be in effect after the date hereof (the "Act").

ARTICLE III. MEMBERSHIP

Section 1. Members. As provided by the Act, the corporation shall be a membership corporation. **Community Services Network, Inc.**, a Connecticut nonstock corporation exempt from taxation under section 501(c)(3) of the Code ("CSN, Inc.") shall be the sole member of the corporation. The member shall have the sole and exclusive power to elect the directors of the corporation, and such other rights and powers with respect to the activities, property and affairs of the corporation as are accorded by these by-laws, the Articles of Incorporation, the Act, and by Michigan law to the members of a Michigan nonstock corporation.

Section 2. Annual Meeting of Corporation. The annual meeting of the corporation shall be the meeting at which directors of the corporation are elected by the member. The annual meeting shall be held at the date and time of the annual meeting of the board of directors of CSN, Inc.

Section 3. Special Meetings of Corporation. Special meetings of the corporation may be called in accordance with the applicable provisions of the by-laws of CSN, Inc. concerning the call of special meetings of CSN, Inc.'s board of directors. Special meetings may also be called by the President of the corporation or by persons constituting not less than one-third (1/3) of the number of directors of the corporation.

ARTICLE IV. DIRECTORS

Section 1. Membership. The board of directors shall consist of persons interested in the purposes and objectives of the corporation, and whose skills or potential contributions are essential to carrying out the purpose and objectives of the corporation.

Section 2. Number, Election and Term of Office. The number of directors on the board of directors shall be no fewer than one (1) nor more than twelve (12). The number of directors on the board of directors within this range shall be established by the member by resolution or otherwise at the annual meeting of the corporation. Each director shall serve for a term of one (1) year and thereafter until his or her successor is elected.

Section 3. Removal; Resignation. A director may be removed from office by the member at any time with or without cause and with or without notice or a hearing. A director may resign by written notice to the corporation. The resignation will be effective upon its receipt by the corporation or a subsequent time as set forth in the written resignation.

Section 4. Vacancies. Any vacant position on the board of directors shall be filled by a person selected by the member, and the person so selected shall serve for the unexpired portion of the term of the person whose departure created the vacancy.

Section 5. Annual Meetings. The annual meeting of the board of directors shall be held each year immediately after the annual meeting of the corporation. If the annual meeting is not, or cannot be, held at that time, it may be called at any other time as a special meeting of the board of directors. At each annual meeting the directors shall elect the officers of the corporation for the next year, and shall transact whatever other business may properly come before the meeting.

Section 6. Regular Meetings. Regular meetings of the board of directors shall be held whenever and wherever the board of directors may specify by resolution. No notice of regular meetings need be given, but if no resolution is in effect, regular meetings shall be called in the same manner as special meetings of the board of directors.

Section 7. Special Meetings. Special meetings of the board of directors may be called by the President. Persons constituting not less than one-third (1/3) of the number of directors of the corporation may also call special meetings of the board of directors. At least three (3) business days oral or written notice of any special meeting shall be given to each director. Notice need not be given to any director who attends the meeting or who waives notice in a writing executed and filed with the Secretary of the corporation either before or after the meeting. The Secretary shall file the waivers with the records of the meeting.

Section 8. Quorum and Voting Requirements. A majority of the number of directors shall constitute a quorum, and the transaction of all business to come before the directors shall be by majority vote of those present at the meeting.

Section 9. Powers. The directors shall manage the property, activities and affairs of the corporation, subject to the terms of the articles of incorporation, these by-laws, the Act and the powers reserved to the member.

Section 10. Transaction of Business Without Meeting; Irregular Meetings. Any corporate action which can be authorized at a meeting of the board of directors or of any committee of directors (as described in Article V of these by-laws) may be taken without a meeting, as long as quorum requirements are met, if all the directors or all the members of the committee consent in writing to the action before or after the action is taken. The Secretary of the corporation shall file these consents with the minutes of the meetings of the board of directors. In addition, a director may participate in any meeting of the board of directors or of any committee of the board of directors by means of a conference telephone or similar communications equipment enabling all of the directors participating in the meeting to hear one another, and such participation in a meeting shall constitute presence in person at such meeting.

ARTICLE V. COMMITTEES

Committees. The board of directors may from time-to-time form such *ad hoc* committees as it believes are necessary and prudent for the management of the business and affairs of the corporation. *Ad hoc* committees shall have only those powers and that authority expressly set forth in the resolution of the board of directors by which the committees are created. All committees shall promptly report their actions to the full board of directors.

ARTICLE VI. OFFICERS

Section 1. Title, Election and Duties. The board of directors shall elect a President, Secretary, and Treasurer, and may elect such other officers whenever it determines that other officers are desirable. The duties of each officer shall be the duties prescribed by these by-laws and/or those prescribed by resolution of the board of directors.

Section 2. President. The President shall be in charge of and direct the business and affairs of the corporation under the direction and control of the board of directors.

Section 3. Treasurer. The Treasurer shall keep the fiscal accounts of the corporation, including an account of all moneys received or paid out. At least as often as every twelve (12) months, he or she shall prepare or have prepared a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months earlier than the date of completion of the balance sheet. He or she shall also prepare or have prepared a revenue and expense statement for the twelve months ended on the date of the balance sheet.

Section 4. Assistant Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer in the performance of the Treasurer's responsibilities, and shall have such other duties and obligations as the board of directors may from time-to-time assign to him.

Section 5. Secretary. The Secretary shall keep the minutes of the meetings of directors and shall give notice of these meetings when notice is required by these by-laws. He or she shall keep all books, records and papers of the corporation except those kept by the Treasurer or another person authorized to keep them by a resolution of the board of directors, and shall authenticate records of the corporation.

Section 6. Term of Office. Each of the officers shall serve for a term of one (1) year and thereafter until his or her successor is elected and qualified. Any officer may be removed by the member or by the board of directors at any time, with or without cause and with or without notice or a hearing. Vacancies among the officers shall be filled by the board of directors.

ARTICLE VII. INDEMNIFICATION

Section 1. Indemnification. The Corporation will, to the fullest extent now or hereafter permitted by law, indemnify any Director or officer of the Corporation (and, to the extent provided in a resolution of the Board of Directors or by contract, may indemnify any volunteer, employee or agent of the Corporation) who was or is a party to or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that the person is or was a Director, officer, volunteer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, partner, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses including attorneys' fees (which expenses may be paid by the Corporation in advance of a final disposition of the action, suit or proceeding as provided by law), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted (or refrained from acting) in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal

action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

Section 2. Rights to Continue. This indemnification will continue as to a person who has ceased to be a Director or officer of the Corporation. Indemnification may continue as to a person who has ceased to be a volunteer, employee or agent of the Corporation to the extent provided in a resolution of the Board of Directors or in any contract between the Corporation and the person. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Director, officer, volunteer, employee or agent of the Corporation will inure to the benefit of the heirs and personal representatives of that person.

ARTICLE VIII. DISTRIBUTION OF ASSETS

Section 1. Generally. The corporation is nonprofit. The corporation shall not authorize or issue shares of stock or pay dividends. None of the corporation's earnings, income, or assets shall ever be distributed to, or inure to the benefit of, its directors, officers, or to any private individual; provided, however, that the corporation may compensate reasonably its officers, directors or any private individual for services performed for the corporation; and provided further, that, the corporation may make distributions in furtherance of the purposes set forth in Article II above.

Section 2. Dissolution. The corporation may be dissolved at any time upon the sole and exclusive affirmative vote of the member. If the corporation is dissolved, any assets remaining after payment of all liabilities and obligations shall be distributed, subject to and consistent with any donor imposed restrictions thereon (i) to other organizations both exempt from taxation under §501(c)(3) of the Code and engaged in providing services and programs for physically and mentally disabled or handicapped persons, persons that are mentally ill, and the elderly, or (ii) to a state or local government for a public purpose, in amounts and proportions determined by the sole member. Any assets not disposed of by the sole member shall be disposed of by the court having jurisdiction over charitable matters in the location where the principal office of the corporation is then located, exclusively for exempt purposes, or to such organization or organizations as the court shall determine, which are organized and operated exclusively for such purposes.

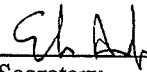
ARTICLE IX. AMENDMENTS AND MISCELLANEOUS PROVISIONS

Section 1. Articles of Incorporation and By-laws. The articles of incorporation and these by-laws may be amended at any time solely and exclusively by the affirmative vote of the member at any meeting or meetings properly called to consider the amendment; provided, however, no change shall be made in these by-laws or the articles of incorporation which will affect the exempt status of the corporation under §501(c)(3) of the Code.

Section 2. Record of Changes. Whenever a by-law is amended or repealed or a new by-law is adopted, that action and the date on which it was taken shall be noted on the original bylaws in the appropriate place, or a new set of by-laws shall be prepared incorporating the changes.

Section 3. Inconsistencies with Articles of Incorporation. If any provisions of these by-laws shall be found to be inconsistent with any provisions of the articles of incorporation, as presently existing or as amended, the articles of incorporation shall be the controlling authority.

Certified by the Secretary of the corporation as the by-laws of Life Center Incorporated duly adopted by resolution of the Directors on Jan. 21, 1999.


Secretary



LETTER TO THE LIVONIA CITY COUNCIL

6.

Police
August 8, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Division of Police, re: to replace the Police Department's FireArms Training Simulator (FATS), from budgeted funds.

BACKGROUND

The Livonia Police Department's former Firearms Training Simulator (FATS) Equipment Manufactured by Meggitt, is no longer operational due to its age (18-20 years old). Its operating system "Windows XP" ceased being supported earlier this year. Without the ability to install updates, and the absence of customer support, our virtual interactive scenario-based training ceased.

RECOMMENDATION

It is our recommendation to purchase a new Firearms Training Simulator from VirTra Inc. Pursuant to Finance Ordinance 3.04.140 d.4, we are requesting a waiver of the City's sealed bid process, based on our research that Virtra, Inc. is the only manufacturer of simulation equipment and software that simulates return fire with consequences. VirTra is also the only company that can produce and sell a specifically triggered training cartridge for the taser line of products of Axon. Lastly, VirTra is the only company that can produce and sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunctions and therefore increase realism. A sole source letter is attached.

FISCAL CONSIDERATION

We request to purchase the following de-escalation and firearm training simulator from VirTra Inc. for \$56,280.54 using budgeted funds from account 101-325-987-000. This price includes a trade-in credit of \$10,000.00 for our old system.

VirTra Inc
295 E Corporate Place
Chandler Az 85225
480-968-1488

ATTACHMENTS

1. Virtra Sole Source Letter

2. Virtra Product Quote
3. Virtra Product Spec Sheet

APPROVED BY



Thomas Goralski, Police Chief

Date: August 10, 2022



Michael Slater, Finance Director

Date: August 11, 2022



Paul Bernier, City Attorney

Date: August 11, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

January 26th, 2021

For the purposes of creating a **sole source justification** for VirTra Inc's line of simulators, the following details regarding specific applications should be considered:

VirTra has been developing and producing a proprietary simulation system and software using multiple screens and real video for small arms and use of force training since 2001. **Based upon our research, VirTra is the only manufacturer of firearms simulation equipment and proprietary software to incorporate real and interactive video seamlessly displayed and fully interactive across all screens at the same time.** Video based characters and laser tracking equipment can be engaged and detected on each of the screens of the simulator at the same time or in series of events that trigger others to occur on different screens.

In addition, VirTra invented the **Threat-Fire™** Device and is the only manufacturer of this equipment throughout the world. VirTra has been awarded a **US Patents (#8,016,594, #8,267,691)** for the Threat-Fire device and is the only simulator company that can produce or sell any device using electronic impulses to simulate consequences during screen-based simulation training. The Threat Fire device can be added to any and all VirTra simulators after the initial purchase and at a later date.

VirTra has been awarded **US Patent #10,438,503**, which relates to VirTra's TASER® cartridge kits. VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies. The patent covers VirTra's proprietary method of reliably triggering the training device based on the unique acoustic sound produced by a TASER Conducted Energy Weapon's (CEW) electrical arc. This innovation allows trainees to deploy the cartridges from a real TASER CEW during simulation training and avoid high-voltage feedback. It also allows trainees to practice with a TASER CEW's "ARC" and/or "Re-ARC" functions, which increases the realism of each training session. By using a live CEW while training in VirTra's simulators, trainees are able to improve their technique and develop proper habits that carry into real world situations. The patent applies to both legacy units and the latest multi-cartridge systems used for the TASER X2 and TASER 7 weapons.

"TASER CEWs have been classified as 'less-lethal' devices, and as such, require the same type of high quality, judgmental use-of-force simulation training as lethal devices like firearms," said Lon Bartel Director of Training and Curriculum at VirTra. "By combining live TASER CEW and VirTra training cartridges with VirTra's simulators and library of content, trainees have an opportunity to develop critical decision-making skills when under stress as well as further develop safe weapon handling by practicing the removal and replacement of cartridges during simulations that escalate."

VirTra has been awarded **US Patent #10,436,539**, which relates to mechanical malfunction of real firearms used in simulation training. VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism. This patent addresses the growing need to safely, affordably, and accurately reproduce the intricacies of real firearms for training purposes. Patent 10,436,539 expands VirTra's growing library of intellectual property related to affordably converting real firearms (whether pistol or rifle) into suitable training tools that can be used in realistic simulation training without the expense or hassle of modifying the original firearm.

VirTra has created a proprietary software package called **V-Author™**. The V-Author software allows for the creation of unique training content that can only be used on the VirTra line of simulation equipment. The V-Author software is the only known software allowing for the creation and display of real video-based assets on multiple, seamless screens where all are interactive. V-Author software and scenarios can be added to any and all VirTra simulators after the initial purchase and at a later date as requested by the customer.

VirTra's – Virtual Interactive Coursework Training Academy™ (**V-VICTA**)- delivers a program specifically for law enforcement departments that are designed to Teach, Train, Test and Sustain from an all-in-one solution. This program provides a nationally recognized certified curriculum and interactive virtual coursework that was developed exclusively with nationally recognized partnerships. Combined with VirTra's simulators, V-VICTA provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that is not available anywhere else.

For over 28 years, VirTra has been an interactive partner for de-escalation, active shooter, judgmental use of force, situational awareness and firearms training for law enforcement, military, and educational markets. With V-VICTA™, we've developed an easy turn-key training program to provide and support law enforcement training programs in an efficient and cost-effective manner.

VirTra has ensured the integration of what the leading science discovers about Simulation and adult learning is woven into all of our material to help maximize the effects of training time and increase abilities learned in the scenarios. Please contact us for information about how to integrate V-VICTA into your department's training environment.

As of the date of this letter, VirTra's V-VICTA includes the following nationally certified courses with the VirTra Simulation Products:

Contact & Cover Concepts: **18119-1807**
Human Factors in Force Encounters: **18120-1808**
Injured Officer Handgun Manipulation: **18122-1808**
Tourniquet Application under Threat: **18123-1809**
Taser Targeting: **18126-1809**
High Risk Vehicle Stop: Communication to Custody: **18171-1901**

Active Threat/Active Killer (ATAK): Basic Principles- (Module 1): **19216 – 1910**
Weapon Transitions: **20228-2003**
Tourniquet Application Under Threat II: **20227-2002**
Special Populations: Autism: **20241-2005**
De-Escalation (Vistelar): **20254-2008**
Crisis De-Escalation: **20276-2011**
Mental illness Training: A Practical Approach: **20246-2007**

The Advanced Training Certification Course (ATCC) course includes the following accreditation:

Simulation Science: Foundations of Simulated Event Module 1: **19172-1901**
Gap Analysis and Troubleshooting: **19175-1904**
Fundamentals of V-Marksmanship: **19176-1907**
VirTra Advanced V-Marksmanship: **19185-1906**

In summary:

- VirTra Simulators have the exclusive ability to simulate return fire and consequences, with our patented **Threat-Fire™** device, delivering electrical impulses to the trainee.
- VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies.
- VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism
- VirTra Simulators seamlessly display real and completely interactive video across all multiple and interconnected screens.
- VirTra Simulators use an automatic 'table top' refill station with a liquid compression **pump** to recharge the liquid CO2 propellant used in the tether-less recoil systems. The refill station uses Adapter Plates custom made to fit specific magazines.
- The VirTra **V-Author™** scenario software can only be used on VirTra Simulators.
- The VirTra **V-VICTA™** coursework offers over 80 hours of nationally approved and certified training curriculum available with the VirTra Simulation Products
- VirTra Inc. is the only manufacturer of simulation equipment that offers an *Upgrade Path*.

VirTra is the only responsive and responsible source for the above-mentioned equipment and capabilities as they relate to incorporation with the VirTra V-300-LE equipment. This statement is supported by market research and exclusively fulfills the needs of the purchaser. VirTra Systems is the only manufacturer and directly offers the patented **Threat-Fire™**, the patented VirTra TASER® cartridge kits and mechanical malfunction kit for use in real firearms, **V-Author™** scenario software, **V-VICTA™** coursework and other products referenced in herein.

Steve DiIullo,

Midwest Regional Sales Manager 480-261-7379



295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name Livonia Police Department
Contact Name Nicholas Schroeder
Phone 734-427-2360
Email nicholas.schroeder@livoniapd.com

Created Date 7/26/2022
Quote Number 00006617
Expiration Date 8/31/2022

Ship To Name Livonia Police Department

Prepared By Steve Dilullo
Phone (480) 968-1488
Email steve.dilullo@virtra.com

Notes: MI sales tax applies unless copy of tax exempt certificate provided.

Additional years of annual Service and Warranty Plan may be purchased for 10% of system price thru year 5.

Product Code	Product	Line Item Description	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™		VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00		\$0.00
V-100LE-1	VirTra 100 LE (w/ 1 year warranty)		Includes projector, shot tracking equipment, low light kit, scenario authoring software, collapsible screen, laptop computer and a hard	\$18,183.77	1.00	9.00%	\$16,547.23

SP-V100-A	Service Plan - V-100® - Annual	2nd Year of Service and Warranty Plan included	case for easy transport. One year warranty and support services included. Additional year annual service agreement to include telephone support, remote assistance, labor, parts, emergency travel, software updates, and overnight shipping.	\$0.00	1.00		\$0.00
VATU-TMAR	Trainee Monitor and Recording		Trainee monitor and recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	\$7,627.97	1.00	9.00%	\$6,941.45
TRK-P226	Tetherless-Sig Sauer P226		Tetherless handgun recoil kit for the Sig Sauer Model P226- 9 mm. Includes one magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$3,632.09	1.00	5.00%	\$3,450.49
TRK-P226-MAG	Tetherless-Sig Sauer P226-Magazine		Additional magazine for use with the TRK-P226 recoil kits.	\$600.49	1.00		\$600.49
VWSA-P226-AP	Tetherless-Sig Sauer P226-Adapter Plate		Adapter plate for the TRK-P226-MAG (Requires VirTra refill station).	\$509.54	1.00		\$509.54
V-P320-9RK	VirTra Tetherless-Sig P320F		VirTra Tetherless handgun recoil kit for the Sig Sauer Model P320 Full Size/M17- .9mm caliber. Includes one 17 round simulated magazine. (All recoil kits convert real firearms which must be supplied by the customer).	\$4,844.73	2.00	9.00%	\$8,817.41
V-P320FC-SM	VirTra Tetherless-Sig P320-Magazine- Carry/Full Size		Additional magazine for use with the VTRK-P320F/CA recoil kits. Full Size and Carry (M17, M18)	\$642.47	2.00	5.00%	\$1,220.69
VWSA-P320FC-AP	Tetherless-P320FS/CA-Adapter Plate		Adapter plate for the TRK-P320FC-SM (Requires VirTra refill station). Table-top refill station for all refillable magazines. Includes automatic push	\$509.54	1.00		\$509.54



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VWSA-RFS	Refill Station	button activation and one CO2 tank which must ship empty.	\$4,668.66	1.00	5.00%	\$4,435.23
V-M4-RK	VirTra Engineered Tetherless M4 Kit	VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16. Includes internal laser and one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	\$5,280.81	2.00	9.00%	\$9,611.07
V-M4-ASM	VirTra Tetherless-Advanced Skills AR15/M16/M4-Magazine	Advanced refillable rifle magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. For use with the V-M4-RK recoil kit. (Requires the VWSA-RFS or VWSA-RFN)	\$2,425.28	2.00	5.00%	\$4,608.03
V-M4-SM/ASM-AP	VirTra M4 SM and ASM Adapter Plate	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	\$509.54	1.00		\$509.54
V-TF	V-Threat-Fire	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$3,831.90	1.00	5.00%	\$3,640.31
VLSI-SHG	Laser Insert-Shotgun	Non-eject shotgun laser insert for all 12 gauge pump action shotguns. Please contact us to confirm weapon compatibility.	\$699.60	2.00		\$1,399.20
V-100-INSTL	VirTra 100 Installation/Training	VirTra Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS. One time system trade-in	\$3,031.60	1.00	5.00%	\$2,880.02



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TID	Trade-In Discount	credit to be applied upon invoice. Product return shipping charges responsibility of customer.	(\$10,000.00)	1.00	(\$10,000.00)
Subtotal					\$60,890.88
Discount					8.56%
Total Price					\$55,680.24
S&H					\$600.30
Grand Total					\$56,280.54

Sales Terms and Conditions for Direct Sales to End Users/Buyer
Effective as of August 13, 2020 (supersedes all prior versions)

Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound to these T&C. Any different or additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.

All Sales Final. All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

Restocking Fees. In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

Tax Exemption. If Buyer requests tax exempt status then Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

Shipping; Title; Risk of Loss. Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or

components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery. **Not For Resale or Export.** Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

Regulations and Restrictions. Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products..

Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

Severable Provisions. If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

Limitation of Liability. Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price. Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

Relationship of Parties. Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either of the parties as the agent of the other.

Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

Entire Agreement. These T&C, along with the any product warranty, license and service agreement(s) provided, constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

Governing Law; Jurisdiction and Venue. The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to these T&C and the associated transactions.

Exclusions and Limitations; Release. To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.



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To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: _____

Printed Name: _____

Date: _____

-SELECT PAYMENT METHOD-

_____ Credit Card; include contact information only
(subject to limits)

_____ Purchase Order:

_____ Check:

_____ Other (please specify):



■ VIRTRA TRAINING

There are many options when selecting the right simulator, but for a reliable training experience that can provide patented technology, VirTra uses a unique approach to training that has become the industry standard. VirTra scenarios are scripted from the combined knowledge of our internal experts as well as industry partners to provide a unique experience for trainees. VirTra films scenarios in real-world locations like a school campus and a courtroom to help provide the most realistic experience possible. This combination translates into excellent training points for skills that can be demonstrated in the field at the height of stressful situations.

Complete Scenario Library

The V-100® comes with an entire library of professionally produced scenarios, filmed and edited explicitly for use on the screens of VirTra's simulators. The complete library offers a unique spectrum of situations that can run from weapons manipulation drills and marksmanship to top issues like school shootings and use of force encounters. Be sure to see our capabilities list for complete library details.

- Pre-loaded scenario library provides extensive event permutations, unique content, and genuine realism based on the trainee's every action
- Scenario branching options are based upon a trainee's actions, or instructor initiated

VirTra - Virtual Interactive Coursework Training Academy™ (V-VICTA)

V-VICTA™ law enforcement-only training provides agencies all the necessary tools to instill proper training and knowledge transfer to its students. The accredited interactive coursework that accompanies the scenarios for the full training program for a turn-key solution that:

- Enables law enforcement agencies to effectively teach, train, test and sustain departmental training requirements
- Includes Interactive Virtual Coursework with a Master Manual with Pretest, PowerPoint, with Test Answer Keys as well as Student Manual, and Post Test

V-Marksmanship™ Range Courseware

VirTra's V-Marksmanship™ software program allows for individual training on a variety of targets, courses, and ranges from the comfort of your training facility without having to reset targets physically. Multiple firing lanes can be operated simultaneously, allowing numerous trainees the ability to practice at the same time. It also provides full support with third-party verified ballistic calculations for complete accuracy.

Debriefing

VirTra's simulators provide immediate feedback on one's scenario performance within the training simulator, by pausing between scenarios, a review screen appears and provides a report on how the trainee did on that particular scenario which includes:

- Shots made/missed displayed on-screen for analysis
- Referenced case law displayed on the screen
- Optional Trainee Monitoring and Recording™ (TMaR), a high-resolution low-light camera, records and syncs with playback mode to show a trainee's performance, judgment, and reaction time with Picture in Picture (PiP) playback

Simulator Low Light System

Low-light flashlights and tracking cameras provide a smooth transition with ambient light and bounce beam that can be adjusted. The system is capable of syncing with multiple flashlights to improve co-operation among trainees.

VIRTRA ACCESSORIES

VirTra's training simulators go beyond just computers, screens, and scenarios. We offer a variety of additional components and accessories that tie everything together for a more complete and realistic virtual training experience..

CO2 Refill Station

Proprietary liquid compression pump designed to provide a higher volume of Liquid CO2 compressed for a more realistic recoil and also provides a faster and safer procedure. Which also eliminates the necessity to hand fill high-pressure CO2 containers.

- Intuitive LED indicator lights for "ready to fill" notifications
- High strength, clear polyethylene safety window to view fill operation
- Includes a 20# aluminum tank with a siphon tube, gauged regulator and connection hardware

Tetherless Weapons Kits

- Rifles, shotguns, and pistols of various styles and sizes are available for pairing with the V-100 based on your needs
- Heavy weapon kits are available
- Magazines for supported weapons provide the tetherless cartridge in addition to the drop-in laser component for the chamber
- Instructor-controlled or computer programmed round count setting controls the blue-tooth jamming capable magazine technology

Stress Inoculation Training with the VirTra Threat-Fire®

- Our patented Threat-Fire® device utilizes electronic impulses resulting in a physiological change to the body during screen-based simulation training and a sudden unexpected jolt to your senses
- The Threat-Fire® wireless device clips onto the trainee – typically on the belt – where the recommended setting of one half a second to .75 seconds of electric impulse is enough to add a physiological response that significantly enhances the effectiveness of simulation training

Scenario Authoring Software

- Different from an editing ability, VirTra's proprietary V-Author® Pro Software allows for the creation and authoring of unique training content that can only be used on the VirTra line of simulation equipment
- The V-Author Pro allows for the creation and display of real video-based assets on all (multiple/interactive/seamless) screens. Each application comes equipped with an extensive library of pre-assembled scenarios and drag-and-drop live actor characters (not CGI)

Additional Simulator Accessories

- Aluminum CO2 tank to include siphon tube
- Weapon kits CO2 weapons adapter plates
- Trainee Monitoring and Recording™ (TMaR) device for recording trainee's actions during the simulation

VIRTRA V-100 SYSTEM

- A highly adaptable single-screen simulator allowing for it to be portable or permanently mounted
- Capability to be used for marksmanship training or judgmental use of force training
- Simplicity allows for one instructor to control all aspects of training from the desktop computer and shape all elements of a scenario during training and debrief after completion of a scenario
- Ability to manipulate targets, remove shots, control the after-action re-play, calibrate the system, and save data and sessions
- Accurate and verified ballistics module allows the user to customize the system to the issued projectile used in each firearm trained on the system within the User Interface
- Capable of simulating both indoor and outdoor environments for better training, as well as low light events
- V-VICTA™ Law Enforcement scenarios, curriculum, materials and training tests as an all in one solution
- Proprietary V-Lux low-light support for flashlight sweeping and cover drills

VIRTRA SIMULATOR INITIAL SETUP AND CONFIGURATION

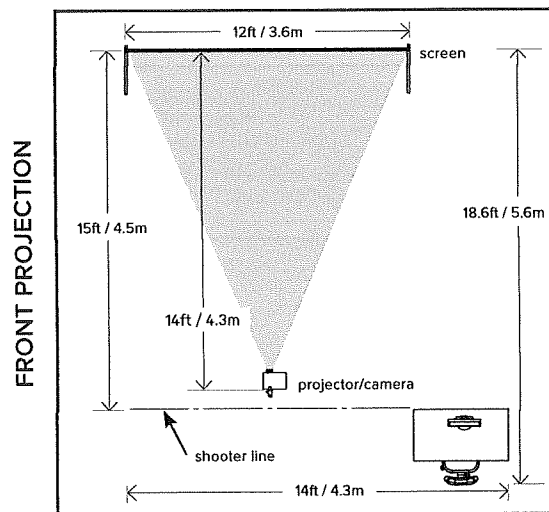
VirTra's training systems have several options when setting up the initial space that will become your training hub. Every effort is made to ensure that once the setup and training of your operator are complete, you are ready to begin elevating your training program to a whole new level.

Simulator Initial Training & Installation

- Includes a two-day training for up to six individuals on how to operate the system (within CONUS)
- Installation of simulator system by a certified VirTra Installer (not a third-party contractor)
- Vendor Checklist to be completed and signed by the customer after installation and training
- Shipping of simulator to the installation site and connection setup

Footprint & Configuration

There are several options for configuring the setup space of your VirTra system, with examples of minimum room setups shown below. The V-100 system configuration is customizable for a variety of room sizes in front or rear project as well as ceiling mounted or set on the floor. Contact a VirTra representative to discuss configuration details specific to your training space.



Purchasing Options

For an alternative to a direct purchase of a capital expense, please refer to the VirTra Subscription Training & Equipment Partnership (STEP).

AFTER THE SALE SUPPORT AND TRAINING

1. Dedicated VirTra Training Coordinator (VTC) to support and teach you how to get the most out of your simulator's training capabilities
2. Ongoing free scenario courses, coursework, and training, including latest V-VICTA offerings
3. Parts and Labor in the event of a non-functioning system or accessory
4. Telephone support between the hours of 8AM and 5PM AZ Time, with after-hours support calls returned between 8AM and 9AM the following day
5. Travel expenses if a VirTra technician must travel to customer location
6. Overnight shipping on all replacement or repaired parts
7. Remote assistance

* Certain restrictions apply - contact your VirTra representative for details.



LETTER TO THE LIVONIA CITY COUNCIL

7.

Police
August 4, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2022 DODGE CHARGER UTILIZING THE STATE OF MICHIGAN BID PRICING: Division of Police, re: to replace an unrepairable vehicle, from budgeted funds.

BACKGROUND

On July 14, 2022, Police vehicle #21-01, a Ford Interceptor SUV, was involved in a crash and was subsequently deemed unrepairable by Michigan Municipal Risk Management Authority (MMRMA). This 2021 Ford Interceptor will be sold as salvage by MMRMA. The City will receive a \$31,800.00 settlement for insurance claim #22-01086. The funds for the totaled vehicle were originally expensed from account # 101-325-985-000 and will be deposited into the same account. The Police Department will purchase a 2022, a Dodge Charger Police AWD, which is in stock at LaFontaine CDRJ - Lansing for \$34,273.00. The replacement equipment and the up fitting of the new vehicle will be covered by MMRMA.

RECOMMENDATION

Pursuant to Finance Ordinance 3.04.140 d.4, we are requesting a waiver of the City's sealed bid process, based on the police department's association with the State of Michigan bid consortium.

FISCAL CONSIDERATION

We request to purchase the following from the State of Michigan Bid: 2022 Dodge Charger Police Pursuit Package AWD @ \$34,273.00, from funds budgeted in account no. 101-325-985-000.

LaFontaine CDRJ - Lansing
6131 S. Pennsylvania Avenue
Lansing, MI 48911
(517) 394-1022

ATTACHMENTS

1. Claim #22-02086-2021 Ford Explorer
2. LaFontaine Price Quote 2022 Dodge

APPROVED BY



Thomas Goralski, Police Chief

Date: August 08, 2022



Michael Slater, Finance Director

Date: August 10, 2022



Paul Bernier, City Attorney

Date: August 10, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022

Claim #2202086 – 2021 Ford Explorer - 1FM5K8AC6MNA05781

Actual Cash Value (ACV)

The ACV on the vehicle is \$31,800.00.

Salvage

There were 3 salvage bid made on the vehicle :

Neuners	\$2700.00
American & Imported	\$3125.00
Wellers	\$3600.00

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

Settlement Options

1. MMRMA can pay the full ACV of **\$31,800.00** to the Member and the vehicle is sold to the highest salvage bidder and the MMRMA would apply the salvage amount to the claim, which would reduce the cost of the claim.
2. MMRMA can pay the Member the ACV less the highest salvage bid, and the Member can keep the vehicle, which would be in the amount of **\$28,200.00**. *However, if this option is chosen the Member would have to advise the MMRMA to make sure the vehicle is still eligible to remain on the policy.*

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

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

LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

QUOTATION

Name: City of Livonia
Address: _____
City: _____ State: _____ Zip: _____
Contact: Rollie Hoskin
Phone: 734.466.2311
Email: rollie.hoskin@livoniapd.com

Date: 7/22/2022
Quote: 072222

State of Michigan Contract 071B7700183	
2022 Dodge Charger Police AWD V6	\$33,133.00
X5X9 Black Cloth Bucket Seats w/Vinyl Rear	\$120.00
LNF Left Spot Lamp	\$210.00
LNA Right Spot Lamp	\$210.00
LBG Front Rading / Map Lamps	\$75.00
CW6 Deactivate Rear Doors/Windows	\$75.00
GXF Entire Fleet Alike Key (FREQ 1)	\$150.00
LNX LED Spot Lamps	\$300.00
Note per contract delivery is available @ \$2.00 per one way mileage.	
total for two Chargers \$68546.00	
Total Cost:	\$34,273.00

Signed: Michelle Deacon



LETTER TO THE LIVONIA CITY COUNCIL

8.

DPW
August 3, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Department of Public Works; re: for the emergency repair in the City Hall Annex hallway, from budgeted funds.

BACKGROUND

In February, 2022 a water pipe in the hallway from City Hall to the Annex burst, causing major flooding and structural damage. We were fortunate to find a vendor who could come out and do the necessary repairs at such a short notice, SunGlo Restoration who has previously done emergency repairs to Greenmead as well as the Department of Public Works complex.

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 that City Council authorize payment of \$27,903.55 to SunGlo Restoration Services, inc, 42860 W. 9 Mile Rd., Novi, MI 48375 for materials, equipment, and labor necessary to perform the emergency repairs and clean-up of the annex hallway from budgeted funds (101-523-818-020).

FISCAL CONSIDERATION

Funds available in account #101-523-818-020, \$27,903.55

ATTACHMENTS

1. SunGlo Invoice - Annex Hallway

APPROVED BY

A handwritten signature in blue ink, appearing to read "Douglas L. Moore".

Date: August 04, 2022

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



Date: August 05, 2022

Don Rohraff, Director of Public Works



Date: August 10, 2022

Michael Slater, Finance Director



Date: August 10, 2022

Paul Bernier, City Attorney



Date: August 12, 2022

Maureen Miller Brosnan, Mayor

SunGlo Restoration Services, Inc.
42860 W. 9 Mile Road
Novi, MI 48375
(800) 574-2000
accountsreceivable@sunglo services.com



BILL TO
22-5281-ST
City Livonia City of Livonia
Building Maintenance
12973 Farmington Rd
Livonia, MI 48154 USA

INVOICE 188634

DATE 06/30/2022 TERMS Net 30

DUE DATE 07/30/2022

CLAIM NUMBER
SELF PAY

DATE OF LOSS
02/14/2022

LOSS ADDRESS
33000 Civic Center Dr Livonia ,

DATE	DESCRIPTION	AMOUNT
04/11/2022 Structure	Structural Repairs	27,903.55

Thank you

TOTAL DUE

\$27,903.55

*On
7/14/2022
101-523-818-020*



SunGlo Restoration Services Inc.

Corporate Office
42860 W. 9 Mile Road
Novi, MI. 48375
Tax I.D. 38-2728853
License 21002118244

Insured: CITY OF LIVONIA, CITY HALL
Property: 33000 CIVIC CENTER DR
Livonia, MI 48154

Home: (586) 703-7772

Claim Rep.: Brandon Wiggington

Business: (800) 574-2000

E-mail: wiggingtonb@sunglo services.com

Estimator: Brandon Wiggington

Business: (800) 574-2000

E-mail: wiggingtonb@sunglo services.
com

Contractor:

Company: Sunglo Restoration Services

Claim Number: SELF PAY

Policy Number:

Type of Loss:

Date Contacted: 2/14/2022 10:12 AM

Date of Loss: 2/14/2022 12:00 AM

Date Inspected: 2/14/2022 10:26 AM

Date Received: 2/14/2022 10:11 AM

Date Entered: 2/15/2022 11:22 AM

Price List: MIDE8X_FEB22
Restoration/Service/Remodel

Estimate: 22-5281-ST-CITYHAL-R



SunGlo Restoration Services Inc.

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22-5281-ST-CITYHAL-R

Main Level

Closet

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Cove base molding - rubber or vinyl, 4" high	47.67 LF @	5.50 =	262.19
2. Floor Prep	1.00 EA @	150.00 =	150.00

Building Department

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
3. Cove base molding - rubber or vinyl, 4" high	131.67 LF @	5.50 =	724.19
4. Floor Prep	1.00 EA @	300.00 =	300.00

Lobby

Height: 8'

DESCRIPTION	QTY	UNIT PRICE	TOTAL
5. Cove base molding - rubber or vinyl, 4" high	154.83 LF @	5.50 =	851.57
6. Material Only Ceiling Tile Material	1.00 EA @	1,415.40 =	1,415.40
<i>15 boxes from L & W Supply.</i>			
7. Install Suspended ceiling tile - High grade - 2' x 2'	475.00 SF @	0.68 =	323.00
8. Batt insulation - 6" - R19 - paper / foil faced	100.00 SF @	1.24 =	124.00
9. 1/2" drywall - hung, taped, with smooth wall finish	100.00 SF @	2.80 =	280.00
10. Seal/prime then paint the surface area (2 coats)	200.00 SF @	1.00 =	200.00
11. Floor Prep	1.00 EA @	600.00 =	600.00
12. Drywall - Labor Minimum	1.00 EA @	320.95 =	320.95

Repaired two holes above ceiling grid at outside entrances

General Items

DESCRIPTION	QTY	UNIT PRICE	TOTAL
13. Glue	4.00 EA @	150.00 =	600.00
14. Material Only Carpet tile	3,150.00 SF @	4.00 =	12,600.00
Carpet materials			
15. Install Carpet tile install	3,150.00 SF @	1.09 =	3,433.50



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CONTINUED - General Items

DESCRIPTION	QTY	UNIT PRICE	TOTAL
16. Moving van (16'-20') and equipment - per day	1.00 EA @	250.00 =	250.00
Pick up cove base , ceiling tiles, and carpet delivery			
17. Haul debris - per pickup truck load - including dump fees	2.00 EA @	158.13 =	316.26

Grand Total Areas:

2,673.33 SF Walls	1,127.60 SF Ceiling	3,800.94 SF Walls and Ceiling
1,127.60 SF Floor	125.29 SY Flooring	334.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	334.17 LF Ceil. Perimeter
1,127.60 Floor Area	1,223.27 Total Area	2,673.33 Interior Wall Area
2,146.50 Exterior Wall Area	238.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



SunGlo Restoration Services Inc.

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Summary for Dwelling

Line Item Total	22,751.06
Material Sales Tax	676.89
Subtotal	23,427.95
Overhead	2,237.80
Profit	2,237.80
Replacement Cost Value	\$27,903.55
Net Claim	\$27,903.55

Brandon Wiggington



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW
August 9, 2022

MEETING DATE

S082222 /R090722

PREPARED BY

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

AGENDA ITEM

REQUEST TO PURCHASE ONE SUPER JET 1600 HIGH PRESSURE WATER JETTER THROUGH THE SOURCEWELL PURCHASING PROGRAM: Department of Public Works, Sewer Department, through budgeted funds.

BACKGROUND

This is a scheduled replacement item for the existing sewer jet truck (#338), which is a 2015 model and has visited the repair shop frequently. The sewer jet truck is used routinely throughout the City for preventative maintenance and cleaning of the sanitary sewer collection system. When this truck is down for repairs, sewers are not able to be cleaned. This new vehicle is a similar size to our existing equipment with the addition of newer safety features including a backup camera, LED work lights and mounted safety strobes, and a traffic control arrow board. Updated technology also includes a weathertight control board and updated jet hose nozzles that are more efficient at clearing sewer lines than our existing nozzles.

This purchase would be made through the Sourcewell purchasing agreement at a discount rate of 5% plus additional dealer discounts totaling \$39,458.92 below the standard pricing. Funds are budgeted in the FY 2023 water and sewer account and we anticipate taking delivery of this vehicle after December 1, 2022. If, for any reason, we are unable to secure this purchase, it will be approximately two years before we are able to obtain another unit due to industry supply and demand and we would expect to see a price increase of around 10%.

RECOMMENDATION

Authorize the expenditure and appropriation of funds for the purchase of one 2022 Super Jet 1600 High Pressure Water Jetter, truck mounted on a 2022 Freightliner M2106 chassis, through the Sourcewell Purchasing Program (Contract #101221-SPL) awarded to North River Truck & Trailer, Inc. 24411 North River Road, Mount Clemens, MI 48043, at a cost of \$358,000.00 from funds in the FY 2023 budget.

FISCAL CONSIDERATION

592-559-142-000

ATTACHMENTS

1. Jet Truck Letter and Quote

APPROVED BY



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

Date: August 09, 2022



Don Rohraff, Director of Public Works

Date: August 09, 2022



Michael Slater, Finance Director

Date: August 10, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

13405 SURREY STREET
LIVONIA, MICHIGAN 48150-1527
(734)-466-2704
FAX: (734)-466-2662

July 28, 2022

Purchase of a Super Jet 1600 High Pressure Water Jetter, Truck Mounted on a 2022 Freightliner M2 106 Chassis. Our unit number will be #336.

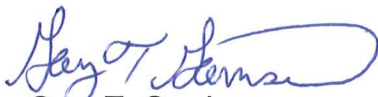
It is my recommendation that we purchase this truck mounted jet truck from North River Truck and Trailer 24411 North River Road, Mt. Clemens, MI 48043. This purchase if approved, will be made through the Sourcewell purchasing agreement, contract number 101221-SPL. Use of this agreement meets our required finance purchasing ordinance and allows us to get the best group buying discounts.

Included in the cost are the additional safety lighting strobes which are DOT approved Green/Amber lights seven per side, traffic control arrow board, mini light bars, and work lights. Also included in the total are new upgraded nozzles that are adjustable making them more efficient than our current worn ones.

The total cost of this purchase will be \$358,000.00. This total reflects both the Sourcewell and Dealers discounts totaling \$39,458.92. These funds will come from approved budgeted funds in our Capital Acquisitions Account 592-559-142-000.

If for any reason, we are unable to secure this purchase it will be approximately two years before we are able to get another unit.

If you have any questions or require additional information, I can be reached at 734-466-2641.


Gary T. Garrison
Fleet Manager

NORTH RIVER TRUCK & TRAILER, INC.

Serving Michigan's Local & State Customers Since 1968

North River Truck & Trailer Inc.

24411 North River Road

Mt. Clemens, MI 48043

Office: 586-468-4586

Fax: 586-468-5250

info@nrtruck.com



SUPER JET 1600 HIGH PRESSURE WATER JETTER TRUCK MOUNTED

Customer: City of Livonia, MI

Dealer: North River Truck, MI

STANDARD COMPONENTS

- Super Jet Model 1665-SPRP-WC
- 1600 Gallon Water Capacity
- Rotational molded non-cross linked polyethylene construction with ultraviolet stabilizer
- 10-Bolt hot shift PTO drive (For Automatic Transmission)
- Water Tank Shut off valve
- Dual Accumulators (High & Low Pressure)
- Rear mounted Rotating Hose Reel, 1000' capacity for 1" dia Sewer Hose
- Reel driven by a double chain, hydraulic drive
- Back Up Alarm
- Back up Camera
- Urethane paint finish, unit only, white
- Self-contained air purge system for purging water to prevent freeze-up
- Weather Tight NEMA 4 control panel
- Joy stick permanently mounted to the operator control station for hose reel functions
- The operator control center is located at the rear of unit
- Rear bumper
- One (1) year warranty, unit module on defects in material and workmanship
- Ten (10) year warranty, on water tanks, defects in material and workmanship
- Three (3) year warranty, on water pump, defects in material and workmanship
- Two (2) each operation, maintenance and parts manual
- 1600 Gallon Water Capacity
- Single piston Dual Action Water Pump 65 GPM @ 2000 PSI
- Standard Dual Water fill system 4" Air gap
- Manual Block Buster valve

SCORCEWELL ADDED PRICING

Description	Qty	Price	Subtotal
SuperJet - Base unit	1	\$ 203,045.12	\$203,045.12

Pump Options

NORTH RIVER

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50GPM @ 3000 PSI Pump NC	1	STD.	STD
65GPM @ 2000 PSI Pump (Included in base price)	1	STD	STD
80GPM @ 2500 PSI Pump	1	\$ 4,268.29	\$ 4,268.29

Hose and Reel Options

180 degree reel articulation (Included in base price)	1	STD	STD
18" Telescoping rotational reel (Included in base price)	1	STD	STD
1"dia x 1,000 ft Larger capacity hose reel (Included in base price)	1	STD	STD
500' 1" hose - 2500 psi (Included in base unit	1	STD	STD
800' 1" hose - 2500 psi	1	\$ 1,750.00	\$ 1,750.00
Hose tensioning	1	\$ 4,097.56	\$ 4,097.56
Auto level winding guide	1	\$ 6,415.85	\$ 6,415.85
Digital Footage counter	1	\$ 897.56	\$ -

Water system options

Retractable hose reel with 50' x 1/2" hose, mounted curb side	1	\$ 2,075.61	\$ 2,075.61
Standard water fill system w/ Low water warning light & alarm	1	\$ 803.66	\$ 803.66
Manual Block-Buster Valve	1	\$ 276.83	\$ 276.83
3D EXTREME NOZZLE .75	1	\$ 1,099.51	\$ 1,099.51
STANDARD NOZZLE .75	1	\$ 245.85	\$ 245.85
XL CHISEL NOZZLE 1	1	\$ 1,158.24	\$ 1,158.24

Tool box options

Toolbox package - Five (5) Aluminum toolboxes, Two (2) 18" x 18" x 48" Two (2) 18" x 18" x 30", One (1) 14" x 12" x 60"	1	\$ 9,228.05	\$ 9,228.05
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Other options

Wireless remote	1	\$ 3,513.41	\$ 3,513.41
LED Work Lights	1	\$ 1,092.68	\$ 1,092.68
LED Package - High Mounted Strobes	1	\$ 1,847.56	\$ 1,847.56
LED Package - Low Mounted Strobes	1	\$ 2,110.98	\$ 2,110.98
Handlight (cordless)	1	\$ 378.05	\$ 378.05
80,000 BTU/hr interior cabinet heater	1	\$ 1,684.15	\$ 1,684.15
Rear canopy	1	\$ 5,515.85	\$ 5,515.85

NORTH RIVER

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Office: 586-468-4586

Fax: 586-468-5250

info@nrtruck.com

Traffic cone holder	1	\$ 597.56	\$ 597.56
Aluminum water tank panels 1620 gallon unit - Single axle only	1	\$ 4,484.15	\$ 4,484.15
White Paint (included in base unit)	1	\$ -	\$ -
1" standard nozzle extension	1	\$ 32.52	\$ 32.52
1" finned nozzle extension	1	\$ 208.13	\$ 208.13
Hose, 25', cotton - Single Jacket Filler Hose	1	\$ 315.45	\$ 315.45
Grabber assembly (replaces 3000-01029)	1	\$ 767.48	\$ 767.48
Assembly, Wash Down Handgun	1	\$ 497.56	\$ 497.56
Tigertail Sewer Hose Guide	1	\$ 63.41	\$ 63.41
Hydrant wrench	1	\$ 126.83	\$ 126.83
Puller hook	1	\$ 91.06	\$ 91.06

ADDITIONAL

(1) One year NRT In-house Labor Warranty	1	\$ 3,000.00	\$ 3,000.00
Two days on-site training at customers location with factory trainer	1	\$ 1,250.00	\$ 1,250.00
Additional Emergency D.O.T. Light Package - Green & Amber inlieu of Standard	1	\$ 9,400.00	\$ 9,400.00
Nozzle Package: Tri-Jet, Gator, Turbo S400	1	\$ 10,359.24	\$ 10,359.24
Modify Existing Glycol Tank, (2) Manhole roller guide	1	\$ 765.00	\$ 765.00
Additional 800' Hose	1	\$ 4,207.77	\$ 4,207.77
B6.7 Engine Extended Warranty 5Year/100,00 Miles, Aftertreatment and Allison	1	\$ 1,865.00	\$ 1,865.00
'(1) 25ft Leader Hose	1	\$ 290.00	\$ 290.00
Freightliner Surcharge	1	\$ 6,700.00	\$ 6,700.00
Commodity Surcharge - Body	1	\$ 8,210.00	\$ 8,210.00

Delivery starting point

DELIVERY STARTING POINT - City, State, Zip			
Mukwonago, WI 53149 Per Mile	550	\$ 3.25	\$ 1,787.50

Suggested truck chassis

2022 Freightliner M2106, Cummins ISL 325 Hp, Allison 3000 RDS Auto		\$ 91,860.00	\$ 91,860.00
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Total Cost \$397,485.92

Sourcewell Contract Discount 5%			\$377,611.63
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Additional Dealer Discount			\$ (19,611.63)
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Grand Total \$358,000.00



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
August 4, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for the Baseball Diamond Fencing Replacement Project, from budgeted funds.

BACKGROUND

The Department of Public Works has taken bids for the Baseball Diamond Fence Replacement Project in accordance with the requirements of the Finance Ordinance and the 2021-2022 approved budget (Account No.401-000-974-000). Specifications were prepared by the Division and posted on the MITN website. One bid was received. After verifying the bidder's references and qualifications, the DPW has found their bid to be acceptable for award. To keep the project within budget, we have decided to drop renovations at Ford Field #3 and Ford Field #6 at this time.

RECOMMENDATION

It is the recommendation of the DPW that Council award the Ball Diamond Fence Replacement project (less Ford Field #3 and Ford Field #6) to Nationwide Construction Group, 69951 Lowe Plank Rd., Richmond, MI 48062, for a total of \$148,531.16.

FISCAL CONSIDERATION

Budgeted funds for this project are available in account #401-000-974-000

ATTACHMENTS

1. LTC S080822 Baseball Diamond Fence Repl.
2. Ball Diamond - Result Docs

APPROVED BY

Date: August 08, 2022

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



Date: August 08, 2022

Don Rohraff, Director of Public Works



Date: August 10, 2022

Michael Slater, Finance Director



Date: August 10, 2022

Paul Bernier, City Attorney



Date: August 12, 2022

Maureen Miller Brosnan, Mayor

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
RMD Holdings, Ltd. d/b/a
Nationwide Construction Group
69951 Lowe Plank Rd.
Richmond, MI 48062

OWNER:

(Name, legal status and address)
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
Ball Diamond Project

SURETY:

(Name, legal status and principal place
of business)

**Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **12th** day of **July, 2022**


(Witness)


(Witness)

RMD Holdings, Ltd. d/b/a Nationwide Construction Group

(Principal)

X

(Title) **SCOTT KELLER - C.O.O.**

Liberty Mutual Insurance Company

(Surety)

(Title)

Susan L Small, Attorney-in-Fact

Init.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206562-013056**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan P. Chandler; Ian J. Donald; Jeffrey A. Chandler; Kathleen M. Irelan; Meagan L. Reynolds; Robert Trobec; Susan L. Small; Wendy L. Hingson

all of the city of Troy state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 15th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of July, 2022



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

FORM OF PROPOSAL
BASEBALL DIAMOND PROJECT

Submitted by: RMD Holdings, Ltd. d/b/a Nationwide Construction Group
(Company Name)

Honorable Members of the Council
City of Livonia

Dear Council Members:

The undersigned, by the submission of this proposal, represents that he is familiar with and has determined for himself the nature and extent of the proposal work and the conditions under which it must be performed and completed, and agrees that he will contract with the City of Livonia to furnish at and for the following monies all materials, labor, equipment, insurance, permits, supervision and all other things necessary or incidental to complete the entire work in accordance with the appended specifications, general conditions, and related contract documents. By the submission of this bid, the undersigned represents that he is familiar with and understands all of the above-referenced contract documents.

In accordance with the contract documents including the furnishing of all labor, material, equipment, permits, and insurance necessary to complete the work, I (we) agree to perform said project in accordance with the attached quote sheet, terms, conditions and specifications provided herein for the:

BALL DIAMOND PROJECT

The undersigned has checked the bid figures carefully and understands that he shall be responsible for any error or omission in this bid offer and is in receipt of all addenda issued. Indicate addendum number to confirm receipt. None

Addendum # _____ Addendum # _____ Addendum # _____

The undersigned agrees that, if the proposal made herein is accepted, he will satisfactorily perform and complete all of the work and meet all of the requirements and obligations imposed upon him by the contract including the plans, specifications and general conditions.

Also, the undersigned agrees that, if the above proposal is accepted, he will execute the contract and furnish the necessary proofs of insurance carriage within fifteen (15) calendar days from such acceptance.

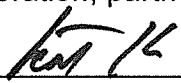
To guarantee his fulfillment of the foregoing covenants, the bidder attaches hereto his certified check or bid bond in the sum of \$ Five Percent (5%) (5% of proposal) and agrees that same shall be forfeited to the City of Livonia in the event of his failure to execute the contract or furnish acceptable bonds, not as a penalty but as actual liquidated damages. The City shall not be required to prove or show such liquidated damages.

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or informalities therein. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening thereof.

The contractor and his subcontractors agree that they will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his sex or age, except when based on a bona fide occupational qualification, or because of his race, color, religion, national origin or ancestry (Act 251, P.A. 1955, as amended). The contractor further agrees that he will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this covenant may be regarded as a material breach of the contract.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Firm Name RMD Holdings, Ltd. d/b/a Nationwide Construction Group Date July 12, 2022
(If corporation, partnership, or assumed name)

Signature X  , Scott Keller - C.O.O.
(Person executing bid and official capacity)

See Attached Corporate Resolution

(Names of principal officers and designate official capacity)
(If partnership or assumed name, indicate names of owners)

Address 69951 Lowe Plank Road

City/State/Zip Richmond, MI 48062

Phone (586) 749-6900 FAX (586) 749-6909

As a condition of this bid, the City reserves the right to reject any or all bids or to accept the bid which will best serve its interest.

The contractor shall indemnify and hold harmless the City of Livonia and their employees from and against all claims, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Corporate Resolution

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF RMD HOLDINGS, LTD. D/B/A NATIONWIDE CONSTRUCTION GROUP

A special meeting of the Board of Directors was held on December 6, 2018. The Directors waived notice without objection to the holding of this special meeting and ratified and consented to all actions and resolutions adopted as indicated by their signatures below.

Present: Robert E. DeMil, who appeared as the Board of Directors.

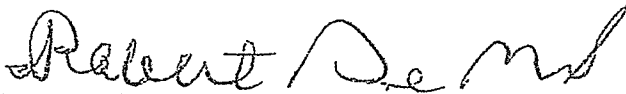
A quorum of the Directors was present and the meeting was called to order.

The first item on the agenda was the election of officers. The following individuals were unanimously elected to the positions indicated:

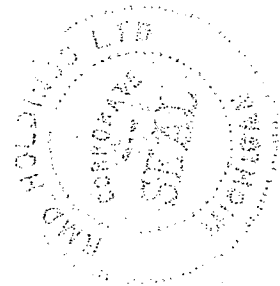
Robert DeMil:	President (Authorized Signer)
Andre DeMil:	Vice President (Authorized Signer)
Scott Keller:	Chief Operating Officer and Treasurer (Authorized Signer)
Franco Amicucci:	Secretary (Authorized Signer)

There being no further business to come before the meeting, the meeting was adjourned.

NOTICE WAIVED AND MINUTES RATIFIED WITH CONSENT TO ALL
ACTIONS TAKEN:



Robert E. DeMil, President



Dated: December 6, 2018

RMD Holdings, Ltd. d/b/a Nationwide Construction Group is incorporated in the State of Michigan

Robert DeMil	President	69951 Lowe Plank Rd. Richmond, MI 48062
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Franco Amicucci	Secretary	69951 Lowe Plank Rd. Richmond, MI 48062
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Scott keller	Treasurer	69951 Lowe Plank Rd. Richmond, MI 48062
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Andre DeMil	Vice President	69951 Lowe Plank Rd. Richmond, MI 48062
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REFERENCE FORM

COMPANY NAME: RMD Holdings, Ltd. d/b/a Nationwide Construction Group

Reference Company Name: Troy School District	
City/State: 4400 Livernois Rd., Troy, MI 48084	
Summary of Work Performed:	
Various repairs to fences and gates as needed.	
Dates of Work: 2019-2022	
Company Contact Person: Rob Carson	Title: Director of Operations & Maintenance
Phone Number: 248-823-4000	Email: rcarson@troy.k12.mi.us

Reference Company Name: Chippewa Valley School District	
City/State: 19120 Cass Avenue, Clinton Township, MI 48038	
Summary of Work Performed:	
Various repairs to fences and gates as needed.	
Dates of Work: 2018-2022	
Company Contact Person: Ken Hauer	Title: Maintenance Supervisor
Phone Number: (586) 723-2250	Email: khauer@cvs.k12.mi.us

Reference Company Name: Michigan Department of Transportation	
City/State: P.O. Box 30050, Lansing, MI 48909	
Summary of Work Performed:	
Fence Repairs / Maintenance Wayne County	
Dates of Work: 2018-2022	
Company Contact Person: Mike Budai	Title: Program Director
Phone Number: (248) 343-3697	Email: budaim@michigan.gov

Note: See attached project experience report for additional references

RMD Holdings, Ltd. d/b/a Nationwide Construction Group Project References / Experience Report							
Owner/Customer	Location	Job Name	Work scope	Contract Value	Contact Name	Phone	
Putnam County Airport Authority	Putnam County Regional Airport, IN	Wildlife Control and Security Fence- Phase 3	Furnish and install 5,000 lf of wildlife deterrent fence fabric with aggregate cover. 125 lf of vinyl coated chain link fence. 20' powered rolling cantilever vinyl coated gate, pedestrian vinyl coated gate and 20' manual double swing vinyl coated gate.	\$ 292,193	Jeremy Books	(317) 713-4615	
Cranbrook Swim Club/Cranbrook Pavement Corporation	Cranbrook Swim Club in Southfield, MI	Cranbrook Swim Club Fence Work	Furnish and install 872 lf of 10' tall vinyl coated chain link fence including (1) 4' wide walk gate for tennis courts.	\$ 52,000	Nick Talmers	(248) 789-5847	
Michigan Department of Technology, Management and Budget	Cooper Correctional Facility, Womens's Huron Valley Correctional Facility, Parnall Correctional Facility, Macomb Correctional Facility, Detroit Re-Entry Center Facility and Cotton Correctional Facility	State of Michigan Correctional Facility- Razor Ribbon Replacement	Remove, furnish and install razor ribbon at (6) correctional facilities.	\$ 2,974,589	Joe Sovis	(517) 487-2511	
City of Detroit	Detroit Water & Sewerage Department- Various locations.	Detroit Water & Sewerage Department Fence Repairs.	Various repairs to fence, gates, gate operators and turnstiles.	\$ 30,135	Tory Thompkins	(313) 267-1452	
Michigan Department of Technology, Management and Budget	Richard Handlon Correctional Facility in Ionia, MI	Perimeter Fence Enhancements	Furnish and install 12' high chain link fence, razor ribbon including fence removal.	\$ 2,107,202	Joe Sovis	(517) 487-2511	
State of Michigan Department of Corrections/Ranck Electric, Inc.	WJ Maxey Juvenile Training Facility in Whitmore Lake, MI	WJ Maxey Razor Wire Work	Furnish and install approximately 4,000 lf of 30" razor wire on existing 20' tall fence, curved fence, at Sally Port area and above the building roof at the Administration Building.	\$ 131,608	Gene Page	(517) 749-7518	
Michigan Department of Technology, Management and Budget	The following (5) Correctional Facilities: Bellamy Creek in Ionia, E. C. Brooks in Muskegon, Ionia Maximum in Ionia, Muskegon Correctional and St. Louis Correctional.	Razor Ribbon Enhancements	Furnish and install razor ribbon.	\$ 2,586,515	Joe Sovis	(517) 487-2511	
Schoolcraft College/Angelo lafrate Construction Company	Schoolcraft College Health Sciences Building, Livonia, MI	SC Health Sciences Building	Furnish and install temporary fencing with wind screen and (4) double wide swing gates.	\$ 47,616	Tyler Bassinger, P.E.	(586) 519-1458	
Chippewa Valley School District	Various Chippewa Valley schools in Macomb County, MI	Fence Installation, Replacement and Repair Services	Various repairs to fences and gates as needed.	22,724	Ken Hauer	(586) 723-2252	
Mott Community College	Mott Community College in Flint, MI	Fence installations	Furnish and install 10' high chain link fence around HVAC unit and replace fence at softball/baseball fields at Kearsley Park.	\$ 14,285	Kim Dolejsi	(810) 762-5645	
Eastwood Convalescent Center Inc./C.E. Gleeson Constructors, Inc.	Regency at Chene Senior Living Center in Detroit	Fence improvements	Furnish and install 4' and 6' high black light commercial ornamental steel fence with various gates and gate operators.	\$ 172,688	Kevin Wilner	(248) 918-5851	
Michigan Department of Technology Management and Budget/Blue Spader Contractors, Inc.	Women's Huron Valley Correctional Vocational Village in Ypsilanti, MI	Fencing	Furnish and install temporary fence and permanent fence with razor wire. Install fence for the dumpster. Remove existing fence.	\$ 99,225	Brad Barnes	(734) 394-0923	
City of Detroit Department of Transportation	DDOT Bus Garages in Detroit, MI	Electronic gates with openers to secure central with electronic gates.	Furnish and install electronic gate operator with openers	\$ 55,000	Chuck Wood	(313) 833-7110	
Wayne County Metropolitan Airport Authority/Toebe Construction LLC	Detroit Metropolitan Airport- North Terminal	North Terminal Gate & Apron Reconstruction	Furnish and install blast deflector fence, AOA fence on permanent barrier wall. Removed existing fence and installed temporary fence.	\$ 584,880	Jason Fowler	(248) 349-7500	

RMD Holdings, Ltd. d/b/a Nationwide Construction Group Project References / Experience Report						
Owner/Customer	Location	Job Name	Work scope	Contract Value	Contact Name	Phone
DTE Energy	St. Clair Power Plant in East China Township, MI	Fence maintenance	Furnish and install 7' high chain link fence with barbed wire at various locations including gates. Removal of existing fence.	\$ 56,971	David Bushaw	(810) 300-0633
Woodhaven-Brownstown School District/McCarthy & Smith, Inc.	Woodhaven High School in Brownstown Township, MI	Bid Division 149: Fencing	Furnish and install chain link fence and gates including temporary fence.	\$ 63,715	Dean Chase	(248) 427-8400
Troy School District	Various schools in Troy School District, MI	Troy Schools- (3) Baseball backstop removals and (4) sets of football goal post removals and installations	(3) Baseball backstop removals	\$ 46,396	Rob Carson	(248) 823-4000
Edsel and Eleanor Ford House/Frank Rewold and Son, Inc.	Edsel and Eleanor Ford House in Grosse Pointe Shores, MI	Temporary construction fence	Provide and install temporary construction fence with windscreen and various gates.	67,886	Gene Ferrara	(248) 651-7242
Indianapolis Airport Authority	Indianapolis Airport, IN	AOA Fence Relocation	Furnish and install 1,776 lf of chain link fence and (1) 16' double swing vehicle gate.	\$ 116,528	Matt Harding	(317) 244-2000
Michigan Department of Transportation	Wexford County Airport in Cadillac, MI	Install Perimeter Fence and Power Gates	Furnish and install 10' high chain link perimeter fence including (2) 16' and 24' electric gates for the hangar. Also removed existing fence.	\$ 274,756	Michael Borta	(517) 327-1980
Chippewa Valley School District CHN Jefferson Limited Dividend Housing Association Limited Partnership/O'Brien Construction Co., Inc.	Various Chippewa Valley schools in Macomb County, MI Oak Park, MI	Fence Installation, Replacement and Repair Services CHN Jefferson Oaks	Various repairs to fences and gates as needed. Furnish and install PVC Lattice Fencing. Wood and steel dumpster enclosure.	\$21,165 \$43,683	Ken Hauer Victoria Oldfield	(586) 723-2252 (248) 334-2470
Wayne County Airport Authority	Detroit Metropolitan Airport, Romulus, MI /Angelo lafrate Construction	Lucas Drive Improvements	Remove existing 13,050 lf of fence and gates. Furnish and install 5,153 lf of 6' high chain link and 8,558 lf of 8' high ornamental fence including gates.	\$ 675,442	James Thompson	(586) 756-1070
State of Michigan Department of Technology, Management & Budget	Special Alternative Incarceration Facility in Chelsea, MI	Razor Ribbon Enhancements	Furnish and install razor ribbon. Remove existing fence system around Unit C. Furnish and install 12' and 16' chain link fence.	\$ 658,013	Joe Sovis	(517) 487-2511
State of Michigan Department of Technology, Management & Budget	Charles E. Egeler Correctional Facility in Jackson, MI	Perimeter Fence Enhancements	Furnish and install perimeter fence including razor ribbon.	\$ 287,420	Joe Sovis	(517) 487-2511
Warren Woods Public Schools/Clark Construction Company	Warren Woods Middle School and Hawthorne Education Center in Warren, MI	Warren Woods Pulic Schools 2017 Bond Program- BC #02C Fencing	Furnish and install various chain link fence including (1) walk gate.	\$ 60,902	Elaine Hampstead	(313) 920-6198
Federal Express Corporation	FedEx location in Oak Park, MI	Fence work and entrance gate repair.	Furnish and install 260 lf of 8' high chain link fence with barbed wire. Replaced overhead slide gate with new Tymetal gate.	\$ 31,431	David Williams	(248) 285-8480
St. Louis Center/A.Z. Shmina, Inc.	Chelsea, MI	Chain Link and Ornamental Fencing	Furnish and install 1,555 lf of 5' high chain link fence around the detention basin. Furnish and install 496 lf of 5' high ornamental fencing around (4) Childrens Homes.	\$ 83,387	Jason Start	(810) 227-5100

RMD Holdings, Ltd. d/b/a Nationwide Construction Group Project References / Experience Report						
Owner/Customer	Location	Job Name	Work scope	Contract Value	Contact Name	Phone
Kentucky Trailer Services, LLC/Cunningham-Limp	Wixom, MI	Kentucky Trailer	Chain link fence including (2) 32' wide vehicle barrier gates; (2) 32' wide drive gates; (2) 32' wide cantilever slide gates.	\$ 32,982	Jacob Gardner	(248) 489-2300
City of Detroit/Michigan Recreational Construction, Inc.	Coleman Young Park in Detroit, MI	Fencing	Furnish and install 400 lf of 10' high black vinyl coated chain link fence around tennis court. 170 lf of 6' high black vinyl coated chain link fence around pickleball court. Repaired softball field backstop.	\$ 28,436	Ken Wiitanen	(810) 360-7551
	Vacant land in City of Rochester Hills, MI/HM Environmental Services, Inc.	Hamlin Road and Adams Road in Rochester, MI	Furnish and install 4,500 lf of 6' high temporary fence including a 24' wide double drive gate.	\$ 54,389	Bob Borst	(586) 469-0041
City of Allen Park, MI/J.S. Vig Construction Co.	Allen Park City Hall	Allen Park City Hall & Police Complex Renovations & Additions	Furnish and install (63) 6' high x 8' wide Ameristar Fence panels including (7) gates with gate operator.	\$ 99,983	Justin Barringer	(248) 939-3016
Carroll County Airport Authority	Carroll County-Tolson Airport, OH	Wildlife Exclusion Fencing	Furnish and install galvanized chainlink fence including green pvc-coated steel chainlink fence.	\$ 320,920	John R. Cross	(330) 627-5250
City of Sterling Heights, MI/M.L. Chartier Excavating, Inc.	Canal Road & Van Dyke Avenue in Sterling Heights, MI	Canal & Van Dyke Resurfacing	Furnish and install 425 lf of 4' high vinyl chain link fence.	\$ 18,630	Scott E. Kichinski	(586) 725-8373
Michigan Department of Transportation	Newport Road over M-14 in Ann Arbor, MI	Pedestrian Fence over M-14.	Fence installation, repair and maintenance	\$ 29,450	Jim Daavettilla	(810) 397-6524
Dana Corporation	Warren, MI	Dana Corporation Warren Manufacturing Plant Security Fence	Furnish and install 6' high aluminum fence and (8) gate operators.	\$ 228,500	Brian Bulgarelli	(586) 467-1600
Melvindale-Northern Allen Park Public Schools	Melvindale High School in Melvindale, MI	Baseball Backstop/Fencing Project	Removal of existing baseball backstop and installation of 133 lf of 32' high fence and backstop including additional netting.	\$ 39,124	Elfie Hervey	(313) 389-3300
State of Michigan Department of Corrections/Midstate Security Co. LLC	Womens Huron Valley Correctional Facility	Womens Huron Valley Correctional Facility East Sally Port Improvements	Furnish and install temporary fence & razor tape. Sally Port fence & gates.	\$ 297,854	Christopher Jones	(616) 257-1157
Willow Woods/Pamar Enterprises	Brighton, MI	Willow Woods Fencing	Furnish and install 1,400 lf of 6' high aluminum fence. Furnish and install 551 lf of 4' high aluminum fence.	\$ 62,093	Josh Hetterscheidt and Brian Olesky	(586) 749-8593
Diponio Contracting, Inc.	Shelby Township, MI	Perimeter fence installation.	Furnish and install 640 lf of 6' high chain link fence including (2) 24' double drive swing gates. Core drill and install (15) 6" x 6' bollards.	\$ 21,800	Chris Maltese	(586) 997-4150
University of Michigan/AZ Shmina Inc.	University of Michigan, Ann Arbor, MI	UM, Simpson Circle Parking Structure	Furnish and install temporary fence with windscreen.	\$ 21,597	Jason Hammond	(810) 227-5100
Georgia Department of Transportation	Interstate 85 in Dekalb County, GA	Installation, repair and maintenance of fencing in District 7.	Furnish and install fence as required between mile markers 89 and 96.7 including maintenance.	\$ 994,272	Tim Swink	(404) 631-1367
City of Detroit/Michigan Recreational Construction, Inc.	Stoopel Park	Stoopel Park #1	Furnish and install 1,500 lf of 10' high black vinyl coated chain link fence including 5 walk gates.	\$ 54,625	Wayne Wiitanen	(810) 923-2278
Chippewa Valley School District	Various Chippewa Valley schools in Macomb County, MI	Fence Installation, Replacement and Repair Services	Various repairs to fences and gates as needed.	\$18,614	Ken Hauer	(586) 723-2252

RMD Holdings, Ltd. d/b/a Nationwide Construction Group						
Project References / Experience Report						
Owner/Customer	Location	Job Name	Work scope	Contract Value	Contact Name	Phone
Oakland Hills Country Club	Oakland Hills Country Club in Bloomfield Hills, MI 48301	Compound fence.	1,400 linear feet of temporary chain link fence including removal.	\$ 17,510	Taylor Gray	(815) 218-6109
University of Toledo/The Spieker Company Michigan Department of Transportation/Nashville Construction Company	Toledo, OH	University of Toledo Glass Bowl Athletic Facilities Renovations.	Furnish and install 8' Ameristar ornamental fence including 10 double swing gates and 1 walk gate.	\$ 74,260	Matt Berg	(419) 872-7000
Little River Casino Resort/R.C. Hendrick & Son, Inc.	Village of Middleville in Barry County, MI	Paul Henry Thornapple Trail Extension.	Installation of 1,060 lf of 42" high vinyl chain link fence.	\$ 41,202	Kristoffer Hulsebos	(517) 852-1536
Michigan Department of Technology, Management and Budget	Manistee, MI	Ornamental aluminum fence around pool.	Furnish and install ornamental aluminum fence with (2) walk gates around pool.	\$ 12,522	Stephen Rau	(989) 781-8116
Michigan Department of Technology, Management and Budget	Carson City, MI Correctional Facility	Carson City Correctional Facility Upgrade Perimeter Fence Security Systems.	Furnish and install 1,400 lf of 12' high perimeter fence with razor wire. Installation of 4' man gates and vehicle gate.	\$ 288,000	Joe Sovis	(517) 487-2511
Michigan Department of Technology, Management and Budget	Richard Handlon Correctional Facility in Ionia, MI	Security Upgrades.	Furnish and install 450 lf of 12' high perimeter fence with razor wire and vehicle gate.	\$ 767,094	Adam Doubblestein	(616) 456-9944
DTE Gas Company	Lycaste Power Station, Detroit, MI	Gas Renewal Yard Fence Installation	Furnish and install approximately 850' of 8' high commercial chainlink fence. Furnish and install 1,200' of commercial grade privacy slats.	\$ 90,977	Ryan Scratch	(586) 651-5692
Wayne County Airport Authority	Detroit Metropolitan Airport, Romulus, MI	Vehicular & equipment fueling facilities & fuel management system at Detroit Metropolitan Wayne County Airport.	Furnish and install chain link fence.	\$ 2,712,259	Miguel D. Vargas	(734) 942-3673
Michigan Department of Transportation	Metro Region in Wayne County, MI	Fence repair along MDOT right-of-way on various state trunklines, Wayne County	Repair various locations with 4' high chainlink fence including woven wire.	\$ 491,998	Mike Gorman	(313) 218-3622
Wisconsin Department of Administration	National Guard Military Affairs, Arcadia, WI	Construct Perimeter Fence Wisconsin Army National Guard Department of Military Affairs	Furnish and install approximately 2,250 lf of 6' high perimeter chain link fence including gates.	\$ 51,746	Jim McMillan	(608) 266-3855
Genesee County Land Bank Authority/L.A. Construction Corporation	Chevy Commons in Flint, MI	Chevy Commons Phase I fence removal.	Remove and replace various types of fence and gates.	\$ 80,510	Shari Bramlett	(810) 659-7565
Michigan Department of Military and Veterans Affairs	Grand Ledge, MI	Grand Ledge Hangar Airport perimeter fencing at the Roscommon County Blodgett Memorial Airport.	Install new fencing and gates.	\$ 41,165	Brian Bushnell	(517) 481-7561
Michigan Department of Transportation	Blodgett Memorial Airport in Houghton Lake, MI		Furnish and install 16,947 lf of 10' high chain link fence including seven gates.	\$ 772,747	Clinton Nemeth	(517) 327-1980
Michigan Department of Transportation/Dan's Excavating, Inc.	I-275 in Romulus, MI	I-275 Metro Bike Trail	Furnish and install 24,975 lf of woven wire fence, 2,056 lf of 4' high chain link fence, 671 lf of 5' high chain link fence. Removal of 26,814 lf of existing fence.	\$ 140,377	Justin Peyerle	(586) 254-2040

**STATEMENT OF QUALIFICATIONS
BALL DIAMOND PROJECT**

Respondents must answer all questions. If more space is needed to complete a question, attach a separate sheet.

Company Name: RMD Holdings, Ltd. d/b/a Nationwide Construction Group

Address 69951 Lowe Plank Road, Richmond, MI 48062

Contact Person: Joe Carrier Title Project Manager

Phone No. (586) 484-8822 Email jcarrier@nationwidecos.com

1. Number of years operating under you present name: 32

2. Number of years present owners have owned the company: 43

3. How many years of experience does your company have providing the services specified in the bid documents? 43 years

4. List municipalities who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Term of Service
Oakland County	Various Fence & Gate Installation and Repairs
City of Detroit Water Department	Fence Maintenance
City of Farmington Hills	Fence Maintenance
City of Sterling Heights	Fence Maintenance
City of Flint Water Department	Fence Maintenance

See attached project experience report for addition experience

5. General nature of work performed by your company:

Fence and Guardrail Construction

6. Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify:

Year of Service	Department Serviced	Description of Services Provided
2022	Parks and Recreation	Fencing at Union Briggs Cemetery
2022	Parks and Recreation	Gates at Clarenceville Cemetery

7. List the members of the team who will oversee the contract and the roles they will perform.

Name	Title	Role	Years of Experience
Joe Carrier	Project Manager	Coordination	30
Steve Gonzales	Installer	Supervisor on Site	40
See attached Schedule of Key employees for additional roles			

8. What challenges to you foresee?

None at this time

9. What is included in your base price for services? What services will incur additional fees:

Removal and Installation of Fence Backstops and Benches

Any Changes to the Standard Specifications or Dimensions as listed in the proposal

10. Provide Phone Numbers for Customer contact during normal business hours. Provide phone number for 24-hour contact by City of Livonia personnel.

Company Phone No.: (586) 270-2003

24-Hour Phone No.: (586) 484-8852

COMPANY NAME: RMD Holdings, Ltd. d/b/a Nationwide Construction Group

RMD HOLDINGS, LTD. D/B/A NATIONWIDE CONSTRUCTION GROUP
SCHEDULE OF KEY EMPLOYEES

NAME	PRESENT POSITION	LENTH OF TIME WITH COMPANY	YEARS OF CONSTRUCTION EXPERIENCE	CONSTRUCTION EXPERIENCE
<u>OFFICERS</u>				
Robert DeMil	Owner & President	41	43	Fence and Guardrail Installations, Highway and General Construction
<u>PROJECT MANAGEMENT</u>				
Scott Keller	Treasurer/Chief Operating Officer/Sales Manager	29	29	Fence and Guardrail Installations, Highway and General Construction
Andre DeMil	Vice President/Project Manager/Estimator	22	24	Fence and Guardrail Installations, Highway and General Construction
Franco Amicucci	Secretary/Project Manager/Estimator	27	29	Fence and Guardrail Installations, Highway and General Construction
Melvin Kucway	Project Manager/Estimator	32	32	Fence and Guardrail Installations, Highway and General Construction
Joseph Carrier	Project Manager/Estimator	25	29	Fence and Guardrail Installations, Highway and General Construction
Brian Schultz	Project Manager/Estimator	17	42	Fence and Guardrail Installations, Highway and General Construction
Mike Carr	Project Manager/Estimator	14	26	Fence and Guardrail Installations, Highway and General Construction
Scott Gray	Project Manager/Estimator	6	6	Fence and Guardrail Installations, Highway and General Construction
Scott Wasik	Project Manager/Estimator	4	5	Fence and Guardrail Installations, Highway and General Construction
Adam Irish	Project Manager/Estimator	1	7	Fence Installations. Highway and General Construction
Bryan Decker	Assistant Project Manager	5	5	Fence and Guardrail Installations, Highway and General Construction
Austin Keeley	Assistant Project Manager	1	1	Guardrail Installations, Highway and General Construction
<u>FIELD SUPERVISORS & FOREMEN</u>				
James Raines	Field Supervisor	27	51	Fence and Guardrail Installations, Highway and General Construction
Chad Fox	Safety Manager/QA and QC Manager	14	20	Fence and Guardrail Installations, Highway and General Construction
Steve Gonzales	Field Foreman	17	38	Fence and Guardrail Installations, Highway and General Construction
Rusty Dawson	Field Foreman	12	32	Fence and Guardrail Installations, Highway and General Construction
Miguel Sanchez	Field Foreman	23	30	Fence and Guardrail Installations, Highway and General Construction
Darrin Johnson	Field Foreman	16	26	Fence and Guardrail Installations, Highway and General Construction
William McNabb Jr.	Field Foreman	6	17	Fence and Guardrail Installations, Highway and General Construction
Jeff Weilnau	Field Foreman	10	15	Fence and Guardrail Installations, Highway and General Construction
Brandon Kaul	Field Foreman	8	9	Fence and Guardrail Installations, Highway and General Construction
<u>YARD EMPLOYEES</u>				
Jacob Cooke	Yard Manager	6	6	Fleet Manager, Yard Manager
Larry Furton	General Yard Laborer	30	30	Fleet Manager, Auto Mechanic & Highway and General Construction
Zackary Adamick	Yard Foreman	4	4	Yard Foreman
De'Andrew Lewis	Welder	28	29	Welder and Highway and General Construction
Dusten Crider	Mechanic	4	12	Auto Mechanic for Highway and General Construction
Christopher Bunce	Mechanic	1	17	Auto Mechanic for Highway and General Construction
<u>OFFICE MANAGEMENT</u>				
Rogue Tyson	Corporate Attorney	20	20	General Construction
Robert Dray	Controller	3	15	General Construction
Theresa Sullivan	Assistant Controller	0	5	General Construction
Renee Kubic	Accountant	0	2	General Construction
Allan Reyes	Safety Director	14	30	General Construction and Military Construction
Paul Macker	Contract Administrator	18	18	General Construction
Bryan Muir	Subcontract Administrator & Project Manager	30	30	Fence Installation and Highway and General Construction

CITY OF LIVONIA – BID SHEET

Baseball Diamond Backstop or Dugout and Players' Bench Removal and Replacement

QUOTED PRICING			
Park Name	Est. Time to Complete (days)	Removal and replacement of existing backstop or dugout	Removal and replacement of existing players' benches
Beverly Park #1	2	\$ 6,423.57	\$ 4,645.33
Bicentennial Park #9	5	\$ 24,455.57	\$ 4,645.33
Ford Field #3	9	\$ 44,120.83	\$ 4,645.33
Ford Field #4	5	\$ 25,405.33	\$ 4,645.33
Ford Field #5	9	\$ 40,458.67	\$ 4,645.33
Ford Field #6	9	\$ 44,120.83	\$ 4,645.33
McCann Park #2	2	\$ 6,423.57	\$ 4,645.33
Moelke Park #1	2	\$ 6,423.57	\$ 4,645.33
Moelke Park #2	2	\$ 6,423.57	\$ 4,645.33
GRAND TOTAL			\$ 246,063.48

See attached Voluntary Alternate

Number of days to complete work at all sites specified: 45 days
Warranty Parts 1 year Labor 1 Year

Submitted by:

(Company) RMD Holdings, Ltd. d/b/a Nationwide Construction Group Address: 69951 Lowe Plank Road, Richmond, MI 48062

Contact Name

Joe Carier

Contact Phone #

(586) 484-8852

Contact Email:

jcarrier@nationwidecos.com

Authorized Signature: 

Print Name: Scott Keller

Title: C.O.O.

PRICING MUST BE SUBMITTED ON CITY OF LIVONIA FORM



**NATIONWIDE
CONSTRUCTION GROUP**
An RMD Holdings, Ltd. Company
An Equal Opportunity Employer

Corporate Office - 69951 Lowe Plank Rd., Richmond, MI 48062
Mailing Address - P.O. Box 458, Richmond, MI 48062
Phone (586) 749-6900 - Fax (586) 749-6909
www.nationwide-companies.com

Baseball Diamond Backstop or Dugout and Players' Bench Removal and Replacement

Voluntary Alternate

If the completion of the project can be extended to March 31, 2023, a 10% discount for each contracted item can be given for this extension.



LETTER TO THE LIVONIA CITY COUNCIL

11.

DPW
August 8, 2022

MEETING DATE

S082222/R090722

PREPARED BY

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

AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for the Civic Center Library Atrium Roof Replacement, from the unexpended fund balance of the Library Fund.

BACKGROUND

The Civic Center Library, located at 32777 Five Mile Rd, Livonia, Michigan 48154, was constructed in 1986. It is a 3-story building comprising 65,000 square feet of space and a 4,300 square foot atrium. The existing glazing of the atrium glass is beyond its useable life cycle and active leaks have been observed throughout. Replacement of the existing glass atrium with a new glass system was considered and determined to be too costly. Library staff also indicates that the heavy reliance on natural lighting in the atrium causes issues for events hosted after daylight hours and even on cloudy days. As a result, our architect and building department explored alternative materials as a solution that would be more cost effective and could be supplemented with high-efficiency LED lighting options.

The proposed project scope includes removal of the glazed glass system, installation of a new roof deck, insulation, and structural metal roofing system with all required flashing and components to provide a weathertight assembly. Options will be investigated to provide the lowest life-cycle cost option (standing-seam metal, insulated metal panel, etc.) as well as options for finished ceiling materials (gypsum board, wood panels, etc.) and new LED lighting. Scope development services were assigned to DLZ and the recommended work has an estimated construction cost of \$550,000 (range of \$450,000 - \$670,000).

In order to proceed with design and bidding of the project, a Request for Proposals (RFP) was prepared by the Department and issued to our four as-needed architecture firms. DLZ was the lowest proposer (see attached RFP bid review form and proposal from DLZ) at a fee of \$75,000.

RECOMMENDATION

Request to Award Professional Architecture Services to DLZ Michigan, Inc. through the QBS process (CR 378-20) for the design/bid phase and construction contract administration phase for the Civic Center Library Atrium roof replacement in an amount not to exceed \$75,000. It is also requested that the City Council approve an additional appropriation and expenditure in the amount of \$75,000 from the unexpended fund balance of the Library Fund (271).

FISCAL CONSIDERATION

See above.

ATTACHMENTS

1. Civic Center Library_RFP Form of Proposal_DLZ
2. Civic Center Library RFP Review Table

APPROVED BY



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

Date: August 08, 2022



Toni LaPorte, Library Director

Date: August 08, 2022



Michael Slater, Finance Director

Date: August 10, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022

FORM OF PROPOSAL ARCHITECTURAL SERVICES

PROJECT: Civic Center Library Atrium Roof Replacment

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

JRUSHLOW@LIVONIA.GOV

Dear Mr. Rushlow:

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

COMPANY NAME: **DLZ Michigan, Inc.**

PHASE	DESCRIPTION	COMPLETE FOR SUM OF
1	Design/Bid Phase	56,250.00
2	Contract Administration Phase	18,750.00
3	TOTAL ITEMS 1-2	75,000.00

- Projected Completion Date for Phase 1 – Design Bid **Design Phase complete 135 days after NTP**
- Please list any exceptions or additional terms on separate attachment.

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

Form of Proposal – Architectural Services

In submitting this sealed proposal, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities or formalities therein. It is agreed that this proposal may not be withdrawn for ninety (90) days from the opening thereof.

Firm Name **DLZ Michigan, Inc.**

Address **607 Shelby Street, Suite 650**

City/State/Zip **Detroit, MI 48226**

Phone **313.961.4040** FAX

Signature  _____

Title **President**

Date **August 5, 2022**
(Person executing bid and official capacity)

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

Name **Laurie Frey, AIA**

Title **Project Manager**

Phone No. **313.961.4040**

Email **lafrey@dlz.com**

FORMS TO RETURN WITH SUBMISSION:

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

Architectural Services Proposal Review form

Project: Civic Center Library Atrium Roof

Proposal Date: 8/5/2022

Scope Developed By: DLZ

Scoping Estimate: \$550,000

Phase	Description	DAG	DLZ	HRC	OHM
1	Design/Bid Phase		\$ 56,250.00		\$ 75,000.00
2	Construction Phase		\$ 18,750.00		\$ 23,000.00
3	Total Both Phases	\$ -	\$ 75,000.00	\$ -	\$ 98,000.00



LETTER TO THE LIVONIA CITY COUNCIL

12.

DPW
August 10, 2022

MEETING DATE

S082222/R090722

PREPARED BY

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

AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for the Carl Sandburg Roof Replacement, from budgeted funds.

BACKGROUND

The Carl Sandburg Library, located at 30100 W. Seven Mile Road, Livonia, Michigan 48154, was constructed in 1960 and is comprised of approximately 10,600 sq. ft. with the existing coal-tar pitch roofing system nearing the end of its useable life cycle. Visual observations from the DPW Building Maintenance staff and Architecture team include surface ponding, flashing deterioration, dried mastic, previous repairs, vegetation, and splits.

The proposed project scope includes removal and proper disposal of the existing roof and replacement with a new membrane roofing system, rigid insulation, and associated flashing details to achieve a complete watertight roof assembly with a 25-year warranty.

In order to proceed with construction, bid documents were prepared by the Department with assistance from our architect, Detroit Architectural Group (DAG) and bid documents were made publicly available on Bid Net Direct (MITN). A bid opening was held on August 9, 2022, and two competitive bids were received. KJP Roofing was the lowest qualified bidder at \$243,500 (\$238,500 bid for 25-year warranty product plus \$5,000 permit allowance). This was below the design team's opinion of probable construction costs. Considering the potential for unknowns that may need to be addressed during construction through change orders, we recommend adding a 10% contingency to the authorized expenditure for a total of \$267,350. A copy of the bid proposal, bid tabulation, and recommendation letter from DAG are provided for your consideration.

RECOMMENDATION

Accept the bid and award a construction contract to KJP Roofing and Sheet Metal, Inc., 46958 N. Gratiot Ave., Suite #174, Chesterfield, MI 48051, for all labor, materials, and equipment to complete the Carl Sandburg roof replacement in an amount not to exceed \$267,350 from budgeted funds in account no. 401-000-976-000.

FISCAL CONSIDERATION

ATTACHMENTS

1. bid opening sheet
2. KJP Livonia Library Proposal
3. L 21143 DAG - Sandburg Library Letter of Rec 2022-08-11

APPROVED BY



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

Date: August 10, 2022



Don Rohraff, Director of Public Works

Date: August 11, 2022



Michael Slater, Finance Director

Date: August 11, 2022



Paul Bernier, City Attorney

Date: August 11, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022

Vendor Name		KJP Roofing	Newton Crane Roofing	
City/State				
Bid Deposit		Bid Bond Submitted	Bid Bond Submitted	
Base	PVC Roof Repair (20-year warranty)	\$		
Alt 1	25-Year Warranty Option	\$		
A-1	Permit Fees	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BID		\$215,000.00	\$323,000.00 Please see bid notations	\$

Vendor Name				
City/State				
Bid Deposit				
Base	PVC Roof Repair (20-year warranty)	\$		
Alt 1	25-Year Warranty Option	\$		
A-1	Permit Fees	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BID		\$	\$	\$

CITY REPRESENTATIVES: _ *Janet Douglas*, Clerk's Office Enna Bachelor, Purchasing Manager, Jacob Rushlow, DPW

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1265186

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That KJP Roofing and Sheet Metal Inc
46958 Gratiot Ave #174 Chesterfield, MI 48051 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto City of Livonia Department of Public Works
12973 Farmington Rd. Livonia, MI 48150 (hereinafter called the Obligor)
in the full and just sum of 5 % Percent of the Total Bid Amount Dollars
(\$ 5 %) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 26th day of July, 2022 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligor shall make any award within 60 days to
the Principal for
Roof Replacement

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligor; or if the Principal shall,
in case of failure so to do, pay to the Obligor the damages which the Obligor may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other
legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory
bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

WITNESS:

KJP Roofing and Sheet Metal Inc

(If individual or firm)

By: [Signature] (SEAL)

JASON PRIESKORN / PRESIDENT

ATTEST:

[Signature]
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: [Signature]
Michael G. Zervos, Attorney-in-fact

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Michael G. Zervos

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$6,000,000.00

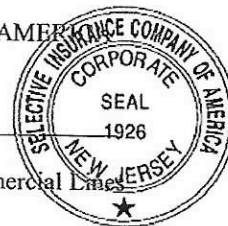
Signed this 26th day of July, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



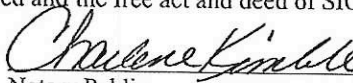
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 26th day of July, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



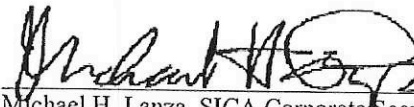
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 26th day of July, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

ADDENDUM NO. 2 - REVISED FORM OF PROPOSAL

FORM OF PROPOSAL for CARL SANDBURG LIBRARY ROOF REPLACEMENT PROJECT

Bid of KSP ROOFING hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as KSP ROOFING

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

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

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

Addendum No.

Addendum Date

1
2

7/21/22
7/28/22

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

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

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
Base	PVC Roof Replacement (20 Year Warranty)	1	1		\$210,000 ⁰⁰
Alt 1	25 Year Warranty Option	1	1		\$238,500 ⁰⁰
A-1	Permit Fees (Allowance)	1	1		\$5,000.00
TOTAL BID				\$	\$215,000 ⁰⁰

Bidder: KSP ROOFING



Date: July 21, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 1 – Sandburg Library Roof Replacement

Addendum No. 1 is being issued as a result of the mandatory prebid meeting held on July 12, 2022. The city offers clarification of the bid requirements provided by the project architect in the pages that follow. Please note that a revised Form of Proposal Page has been provided. Pricing must be offered on the revised form. Plans for the project have also been updated and are attached to the addendum. Bidders should review information contained in the addendum carefully. Proposals will only be considered from firms who attended the mandatory prebid. A copy of the sign-in sheet from the prebid meeting is attached.

Also be advised that the due date has been changed. Bids are now due no later than 2:00 p.m. on August 9, 2022. Bids must be uploaded in Adobe Acrobat PDF format to the MITN website. Physical bids submissions will not be accepted.

All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their bid response.

ADDENDUM NO. 1 – SANDBURG LIBRARY ROOF REPLACEMENT - ACKNOWLEDGEMENT

Company Name: KSP ROOFING AND SHEET METAL

Signature: [Signature] Title: PRESIDENT

Print Name: JASON PRIESKORN Date: 8/8/2022



Date: July 28, 2022

From: Enna A. Bachelor, Purchasing Manager

To: Prospective Bidders

Subject: Addendum No. 2 – Sandburg Library Roof Replacement

Addendum No. 2 is being issued to provide a revised Form of Proposal which includes the amount for the permit allowance. Pricing shall be provided on the revised form included with this addendum.

All other provisions of the solicitation remain the same. The due date remains the same. Firms should acknowledge receipt of this addendum with their bid response.

ADDENDUM NO. 2 – SANDBURG LIBRARY ROOF REPLACEMENT - ACKNOWLEDGEMENT

Company Name: KSP ROOFING AND SHEET METAL

Signature: [Signature] Title: PRESIDENT

Print Name: JASON PRIESKORN Date: 8/8/2022

If the foregoing Bid shall be accepted by the OWNER, the undersigned agrees to enter into the attached form of Agreement within ten (10) days after receiving notice of such acceptance, will furnish the OWNER satisfactory bonds and certificates of insurance coverage, and will complete the Project, at the price and within the time stated in this Bid.

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. **The undersigned shall complete the Work to Substantial Completion within 180 DAYS of "Notice to Proceed", and to Final Completion within 195 DAYS of "Notice to Proceed"** Substantial completion shall be met when the roof installation is complete and functioning without failure. Final completion shall be met when all restoration items and punch-list work items have been completed.

The undersigned attaches hereto its Bid security, as required by the Notice to Bidders and Instructions to Bidders. The undersigned agrees that in case it shall fail to fulfill its obligations under the foregoing Bid, and/or shall fail to furnish bonds, as specified, the OWNER may, at its option determine that the undersigned has abandoned its rights and interests in such Contract and that its Bid security accompanying its Bid; has been forfeited to the said OWNER, but otherwise the Bid security shall be returned to the undersigned upon the execution of the Contract and the acceptance of the bonds.

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of \$200.00 per day and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

In submitting this Bid, it is understood that the right is reserved by the OWNER to accept any bid, to reject any or all Bids, and to waive irregularities in bidding in the interest of the OWNER.

SUBMITTED on 5/8/2022
Date*

BY: KSP ROOFING AND SHEET METAL
Name of Bidder*

46958 N. GRATIOT SUITE 174
Street*

[Signature]
Signature

CHESTERFIELD, MO 63051
City, State, ZIP*

PRESIDENT
Name and Title of Signatory*

(586) 256-1376
Telephone Number*

JASON@KSPROOFING.COM
Facsimile Number* EMAIL

*Typed or printed in ink.

STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: KSP ROOFING AND SHEET METAL

Address: 46958 N. GRATIOT STE 174 Phone: (586) 256-1376
CHESTERFIELD, MI 48001

Number of years operating under your present name: 11

General nature of work performed by your company: COMMERCIAL
ROOFING

Background and experience of the principal members of your organization including officers: OWNER HAS 20 PLUS YEARS IN
THE ROOFING INDUSTRY. ALL EMPLOYEES
GO THROUGH TRAINING AND WORK UNDER
THE SUPERVISION OF THE OWNER

Major equipment available for this contract: ALL EQUIPMENT
NECESSARY TO COMPLETE

STATEMENT OF QUALIFICATIONS

✈ SEE ATTACHED

PROJECT REFERENCES

List similar projects completed within the last (3) years:

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

STATEMENT OF QUALIFICATIONS

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Form Completed by: JASON PRIESKORN / PRESIDENT

Name - Title

SP - 12

Signature

7/21/2022

Date

SUBCONTRACTOR LIST

ITEM

NAME, ADDRESS & PHONE # OF CONTRACTOR

	<u>NONE</u>
	Phone: _____
	Phone: _____
	Phone: _____
	Phone: _____
	Phone: _____



1644 Ford Avenue
Wyandotte, MI 48192
734.556.3259

30445 Northwestern Hwy, Suite 360
Farmington Hills, MI 48334
248.583.4990

August 11th, 2022

Jacob Rushlow

Assistant Director of Public Works
Dept. of Public Works
12973 Farmington Road
Livonia, MI 48150

RE: Sanburg Library Roof Replacement
30100 Seven Mile Road
Livonia, MI 48152
DAG Job # 21-143

Letter of Recommendation

Jacob,

We have reviewed the documents that were passed along by the City of Livonia regarding the bid(s) received for the Wilson Barn Roof Replacement Project. The apparent low bidder was KJP Roofing and Sheet Metal, Inc.. We observed nothing in the bid documents that caused concern and they did not list any exceptions. All known and available information about this company consistently demonstrated that they are capable.

KJP Roofing is currently working for the City of Livonia at Silver Village and the City has reported positively on their performance and communication.

Detroit Architectural Group recommends that the Base Bid work and the Alternate #01 (25-year Warranty Option) work be awarded as follows:

KJP Roofing and Sheet Metal, Inc.

Base	\$210,000.00
Alt #01	\$ 28,500.00
<u>Permits (Allowance)</u>	<u>\$ 5,000.00</u>
TOTAL	\$243,500.00

As always, should you have any questions, require further information or would like to discuss this further, please do not hesitate to contact us at any time.

Sincerely,

Detroit Architectural Group

A handwritten signature in black ink, reading 'Brandon M. Kritzman'.

Brandon M. Kritzman
Principal



LETTER TO THE LIVONIA CITY COUNCIL

13.

Engineering
August 5, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT:
Engineering Division, re: from Livonia West Commerce Center 2, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property developed east of Haggerty Road, south of Schoolcraft Road in the N 1/2 of Section 30 (13100 Eckles).

BACKGROUND

In conjunction with the development of the property located east of Haggerty Road, south of Schoolcraft Road, the City of Livonia required the proprietor to construct a storm drainage system to provide adequate drainage for the site at their own expense. In reference to this storm sewer system, the office has received the attached storm water maintenance agreement from the owner, Livonia West Commerce Center 2, LLC, 2575 S. Haggerty Road, Canton, Michigan 48188 requiring them to reimburse the City for any such maintenance that may become necessary.

RECOMMENDATION

The Engineering Division has approved the storm sewer plans and respectfully recommends that the City Council take the actions:

- Accept the Storm Water Management System (SWMS) for Livonia West Commerce Center Building No. 2, 13100 Eckles located east of Haggerty Road, south of Schoolcraft Road in the N ½ of Section 30.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

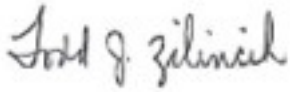
FISCAL CONSIDERATION

None

ATTACHMENTS

1. Signed Livonia West Commerce Ctr, 13100 Eckles, Storm Water Facilities Maintenance Agreement

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: August 08, 2022



Don Rohraff, Director of Public Works

Date: August 08, 2022



Paul Bernier, City Attorney

Date: August 08, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022

STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Livonia, a municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter "City" and

Livonia West Commerce Center 2, LLC

a Michigan limited liability company with principal offices located at 2575 S. Haggerty Road, Canton, Michigan 48188 hereafter "Proprietor".

RECITALS

1. The Proprietor has developed certain property located in the City of Livonia, Wayne County, Michigan, as Livonia West Commerce Center Building No. 2, 13100 Eckles Road, Livonia, Michigan 48150 ("Development") as more particularly described in Exhibit "A" attached hereto.
2. The Proprietor plans to newly construct storm drainage and reconfigure an existing storm drainage system to provide adequate drainage to the Development.
3. Such storm drainage system encompasses or impacts storm runoff from the Development.
4. The City will issue a permit ("Permit") authorizing the construction, operation and maintenance of the storm drainage system which is located within the Development and/or the City of right-of-way and/or drain, on or adjacent to the Development described in Exhibit "A" attached hereto and incorporated herein by reference.
5. The Permit, when issued, will be signed by the City benefits the Proprietor and the Development.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the Proprietor agree as follows:

1. The Proprietor shall assume the obligations of the City under the Permit, as follows:
 - a. The Proprietor agrees that Proprietor will maintain, at Proprietor's own expense, the storm drainage system which is located within the Development and/or the City of Livonia's right-of-way and/or drain, and on or adjacent to the Development described in the Permit as Exhibit "A" attached hereto and incorporated herein by reference. In the event the Proprietor fails to maintain the storm drainage system as herein agreed and after the City has notified Proprietor in writing of such failure, the City may enter upon said premises for the purposes

of maintaining said storm drainage system, in which event the Proprietor agrees to pay the City all reasonable charges and expenses incurred thereon. The City will provide sufficient written notice prior to performing any work for which the Proprietor will be charged.

- b. In the event of any failure or settlement in the Development, resulting from said storm drainage system, the City shall take immediate steps, after providing notice to the Proprietor, to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged. All reasonable expenses to perform the foregoing, including engineering will be remitted by the Proprietor to the City.
 - c. If it is found necessary to repair all or any portion of said storm drainage system within the Development because of work initiated by Proprietor, the City shall cause such repair to be accomplished, after providing notice to the Proprietor, and all reasonable expenses to perform the foregoing, including engineering, will be remitted by the Proprietor to the City. Prior to any work being performed in a City of Livonia road right-of-way, a separate permit shall be secured from the Engineering Department.
2. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in the City of Livonia's Storm Water Management and Long Term Maintenance Plan as Exhibit "B" attached hereto and incorporated herein by reference.
3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the storm drainage system referred to in the permit hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.
4. In accordance with 1976 PA 453, the parties hereto covenant: (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.
5. That this Agreement shall be recorded at the Proprietor's expense with the Wayne County Register of Deeds.

IN WITNESS WHEREOF, the Proprietor and City have executed this Agreement on the day and year first above written.

Livonia West Commerce Center 2, LLC
a Michigan limited liability company

By: **Ashley Capital, LLC**
a Michigan limited liability company

Its: Agent

By:

Print Name: Susan Harvey

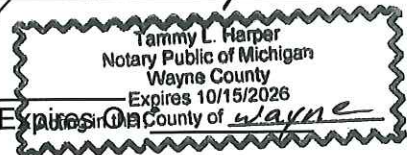
Its: Senior Vice President

STATE OF Michigan
COUNTY OF Wayne) ss.

On this 6th day of May, 2021, before me personally appeared Susan Harvey, to me personally known, who being by me sworn, did for herself say that they are the Senior Vice President of Ashley Capital, LLC, agent of Livonia West Commerce Center 2, LLC which executed the within instrument, and the said instrument was signed and sealed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

Tammy L. Harper
Notary Public

County of _____
My Commission Expires On _____



CITY OF LIVONIA
a municipal corporation

By: _____
Maureen Miller Brosnan

Its: Mayor

By: _____
Susan M. Nash

Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of _____, 20____, before me, a Notary Public in and for said County, appeared Maureen Miller Brosnan and Susan M. Nash to me personally known, who, being sworn, did for themselves say that they are respectively the Mayor and the City Clerk of the City of Livonia, the municipal corporation named in and which executed the within instrument and acknowledged said instrument the free act and deed of said municipal corporation.

Notary Public

_____ County, Michigan
My Commission Expires On:

INSTRUMENT DRAFTED BY:
Todd J. Zilincik, P.E.
City Engineer
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

WHEN RECORDED RETURN TO:
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154
Attn: Engineering Division

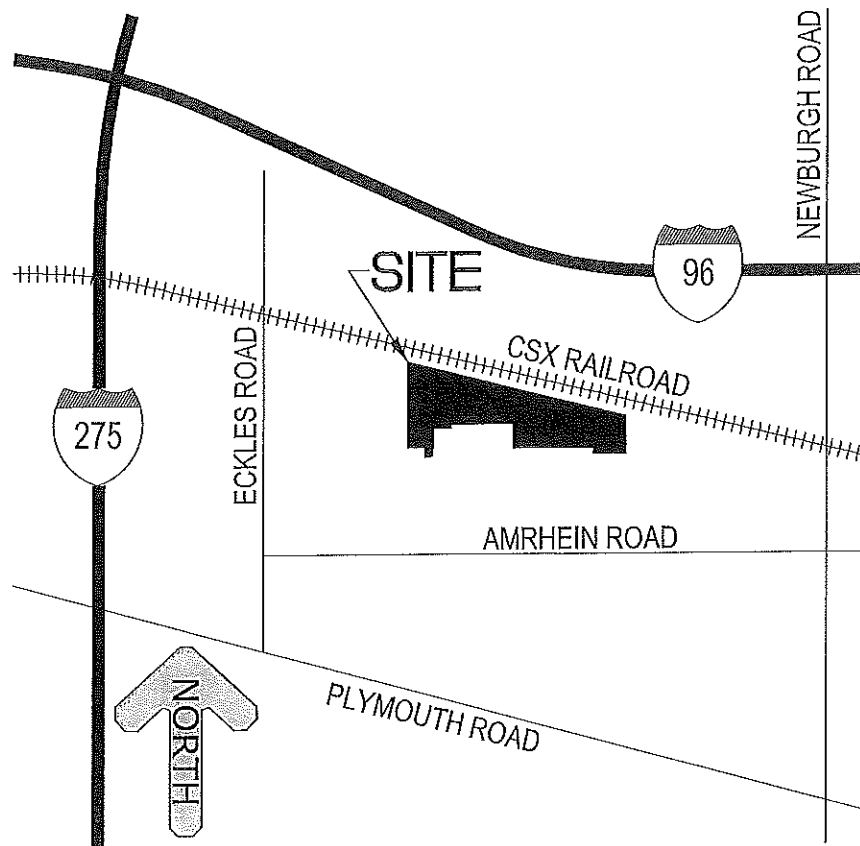
Engineering:M:Storm Water Facilities: Agreement

Exhibit A

Legal Description

13100 Eckles Road
Parcel #46-118-99-0001-006

PART OF N 1/2 SEC 30 T1S R9E DESQ AS COMM AT W 1/4 CORNER SEC 30 TH N 00D 26M 07S E 43.00 FT TH S 89D 32M 30S E 60.00 FT TH N 00D 26M 07S E 730.00 FT TH S 89D 32M 30S E 1153.27 FT TH N 00D 27M 30S E 280.59 FT TO POB
CONT TH N 00D 27M 30S E 807.56 FT TH S 75D 30M 44S E 1930.67 FT TH S 00D 00M 21S W 326.62 FT TH N 89D 32M 21S
W 264.46 FT TH 29.27 FT ALONG ARC OF 18.50 FT RAD CIRC CURVE TO RT, CENT ANGLE 90D 38M 37S CHD BEARS N
44D 13M 02S W 26.31 FT TH N 01D 08M 17S E 33.29 FT TH N 89D 32M 21S W 681.87 FT TH N 00D 27M 30S E 205.00 FT TH



LOCATION MAP

PROPERTY DESCRIPTION

PARCEL #46-118-99-001-009 (13100 ECKLES ROAD)

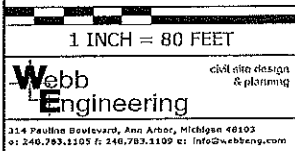
A PART OF THE NORTH 1/2 OF SECTION 30, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE N00°26'07"E 43.00 FEET ALONG THE WEST LINE OF SECTION 30; THENCE S89°32'30"E 60.00 FEET; THENCE N00°26'07"E 730.00 FEET; THENCE S89°32'30"E 1120.00 FEET; THENCE CONTINUING S89°32'30"E 33.27 FEET; THENCE N00°27'30"E 352.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°27'30"E 735.56 FEET; THENCE S75°30'44"E (M) S75°29'32"E (R) 1930.67 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHESAPEAKE AND OHIO RAILROAD; THENCE S00°00'21"W 326.62 FEET; THENCE N89°32'21"W 264.46 FEET; THENCE 29.27 FEET ALONG THE RADIUS OF A 18.50 FEET RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°38'37" WITH A CHORD BEARING N44°13'02"W 26.31 FEET; THENCE N01°06'17"E 33.29 FEET; THENCE N89°32'21"W 681.87 FEET; THENCE N00°27'39"E 205.00 FEET; THENCE N89°32'21"W 540.00 FEET; THENCE S00°27'39"W 31.44 FEET; THENCE N89°32'30"W 144.28 FEET; THENCE S00°27'30"W 173.56 FEET; THENCE N89°32'30"W 9.72 FEET; THENCE S00°27'30"W 46.50 FEET; THENCE 29.06 FEET ALONG THE ARC OF A 18.50 FEET RADIUS CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING S45°27'30"W 26.16 FEET; THENCE N89°32'21"W 48.70 FEET; THENCE N00°27'30"E 72.00 FEET; THENCE N89°32'21"W 150.00 FEET TO THE PLACE OF BEGINNING. CONTAINING 19.74 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS & RIGHTS OF RECORD.

NONE	
Webb Engineering	civil site design & planning
314 Pauline Boulevard, Ann Arbor, Michigan 48103 or 248.783.1105 or 248.783.1109 or info@webbeng.com	

STORM WATER MAINTENANCE EXHIBITS

LIVONIA WEST COMMERCE CENTER BUILDING No. 2
13100 ECKLES ROAD, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN 48150

WEI PROJECT No.	20.316
DATE	03/22/2021
DRAWN BY	GWD
CHECKED BY	JNW
Exhibit A	
SHEET 1 OF 2	



LIVONIA WEST COMMERCE CENTER BUILDING No. 2
13100 ECKLES ROAD, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN 48150

Exhibit A

SHEET 2 OF 2

CITY OF LIVONIA STORM WATER MAINTENANCE AGREEMENT "EXHIBIT B"
Long-Term Maintenance Schedule
13100 ECKLES ROAD

Maintenance Activities	System Component								Frequency
	Catch Basins, Inlets & Storm Sewers	Channels & Vegetated Swales	Inlets to Pretreatment Systems & Detention/Retention Systems	Flow Restrictors, Overflow Structures & Outlet Pipes	Emergency Spillways	Riprap	Buffer Strip	Manufactured Treatment Systems	
Monitoring/Inspection									
• Inspect for sediment accumulation**/clogging of stone filter	X	X	X					X	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X				X	Annually and after major events
• Inspect for erosion and integrity of banks and berms		X	X			X			Annually and after major events
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X		X		X	Annually
• Monitor plantings/vegetation		X							2 times per year
• Ensure means of access for maintenance remain clear/open	X	X	X	X		X		X	Annually
Preventative Maintenance									
• Mowing		X							only*
• Remove accumulated sediment	X	X						X	As needed**
• Remove floatables, dead vegetation and debris	X	X	X	X					As needed
• Replace or wash/reuse stone riser filters						X			as needed***
• Remove invasive plant species		X							Annually
• Per Manufacturer's maintenance recommendations				X				X	
Remedial Actions									
• Repair/stabilize areas of erosion		X	X			X			As needed
• Replace dead plantings, bushes, trees		X							As needed
• Reseed bare areas		X							As needed
• Structural repairs	X		X	X		X		X	As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X	X		X		X	As-needed



LETTER TO THE LIVONIA CITY COUNCIL

14.

Engineering
August 5, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT:

Engineering Division, re: from Livonia West Commerce Center 2, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property developed east of Haggerty Road, south of Schoolcraft Road in the N 1/2 of Section 30 (12950 Eckles).

BACKGROUND

In conjunction with the development of the property located east of Haggerty Road, south of Schoolcraft Road, the City of Livonia required the proprietor to construct a storm drainage system to provide adequate drainage for the site at their own expense. In reference to this storm sewer system, the office has received the attached storm water maintenance agreement from the owner, Livonia West Commerce Center 2, LLC, 2575 S. Haggerty Road, Canton, Michigan 48188 requiring them to reimburse the City for any such maintenance that may become necessary.

RECOMMENDATION

The Engineering Division has approved the storm sewer plans and respectfully recommends that the City Council take the actions:

- Accept the Storm Water Management System (SWMS) for Livonia West Commerce Center Building No. 2, 12950 Eckles located east of Haggerty Road, south of Schoolcraft Road in the N ½ of Section 30.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

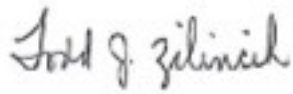
FISCAL CONSIDERATION

None

ATTACHMENTS

1. Signed Livonia West Commerce Ctr. Building 2, 12950 Eckles

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: August 08, 2022



Don Rohraff, Director of Public Works

Date: August 08, 2022



Paul Bernier, City Attorney

Date: August 08, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022

STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Livonia, a municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter "City" and

Livonia West Commerce Center 2, LLC

a Michigan limited liability company with principal offices located at 2575 S. Haggerty Road, Canton, Michigan 48188 hereafter "Proprietor".

RECITALS

1. The Proprietor has developed certain property located in the City of Livonia, Wayne County, Michigan, as Livonia West Commerce Center Building No. 2, 12950 Eckles Road, Livonia, Michigan 48150 ("Development") as more particularly described in Exhibit "A" attached hereto.
2. The Proprietor plans to newly construct storm drainage and reconfigure an existing storm drainage system to provide adequate drainage to the Development.
3. Such storm drainage system encompasses or impacts storm runoff from the Development.
4. The City will issue a permit ("Permit") authorizing the construction, operation and maintenance of the storm drainage system which is located within the Development and/or the City of right-of-way and/or drain, on or adjacent to the Development described in Exhibit "A" attached hereto and incorporated herein by reference.
5. The Permit, when issued, will be signed by the City benefits the Proprietor and the Development.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the Proprietor agree as follows:

1. The Proprietor shall assume the obligations of the City under the Permit, as follows:
 - a. The Proprietor agrees that Proprietor will maintain, at Proprietor's own expense, the storm drainage system which is located within the Development and/or the City of Livonia's right-of-way and/or drain, and on or adjacent to the Development described in the Permit as Exhibit "A" attached hereto and incorporated herein by reference. In the event the Proprietor fails to maintain the storm drainage system as herein agreed and after the City has notified Proprietor in writing of such failure, the City may enter upon said premises for the purposes

of maintaining said storm drainage system, in which event the Proprietor agrees to pay the City all reasonable charges and expenses incurred thereon. The City will provide sufficient written notice prior to performing any work for which the Proprietor will be charged.

- b. In the event of any failure or settlement in the Development, resulting from said storm drainage system, the City shall take immediate steps, after providing notice to the Proprietor, to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged. All reasonable expenses to perform the foregoing, including engineering will be remitted by the Proprietor to the City.
 - c. If it is found necessary to repair all or any portion of said storm drainage system within the Development because of work initiated by Proprietor, the City shall cause such repair to be accomplished, after providing notice to the Proprietor, and all reasonable expenses to perform the foregoing, including engineering, will be remitted by the Proprietor to the City. Prior to any work being performed in a City of Livonia road right-of-way, a separate permit shall be secured from the Engineering Department.
2. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in the City of Livonia's Storm Water Management and Long Term Maintenance Plan as Exhibit "B" attached hereto and incorporated herein by reference.
3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the storm drainage system referred to in the permit hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.
4. In accordance with 1976 PA 453, the parties hereto covenant: (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.
5. That this Agreement shall be recorded at the Proprietor's expense with the Wayne County Register of Deeds.

IN WITNESS WHEREOF, the Proprietor and City have executed this Agreement on the day and year first above written.

Livonia West Commerce Center 2, LLC
a Michigan limited liability company

By: **Ashley Capital, LLC**
a Michigan limited liability company
Its: Agent

By: Susan M. Harvey

Print Name: Susan Harvey

Its: Senior Vice President

STATE OF Michigan)
COUNTY OF Wayne) ss.

On this 13th day of April, 2021, before me personally appeared Susan Harvey, to me personally known, who being by me sworn, did for herself say that they are the Senior Vice President of Ashley Capital, LLC, agent of Livonia West Commerce Center 2, LLC which executed the within instrument, and the said instrument was signed and sealed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

SHARANE A. FUNK
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 24, 2026
ACTING IN COUNTY OF Wayne

Sharane A. Funk
Notary Public

County of Wayne
My Commission Expires On: March 24, 2026

CITY OF LIVONIA
a municipal corporation

By: _____
Maureen Miller Brosnan

Its: Mayor

By: _____
Susan M. Nash

Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this _____ day of _____, 20_____, before me, a Notary Public in and for said County, appeared Maureen Miller Brosnan and Susan M. Nash to me personally known, who, being sworn, did for themselves say that they are respectively the Mayor and the City Clerk of the City of Livonia, the municipal corporation named in and which executed the within instrument and acknowledged said instrument the free act and deed of said municipal corporation.

Notary Public

_____ County, Michigan
My Commission Expires On:

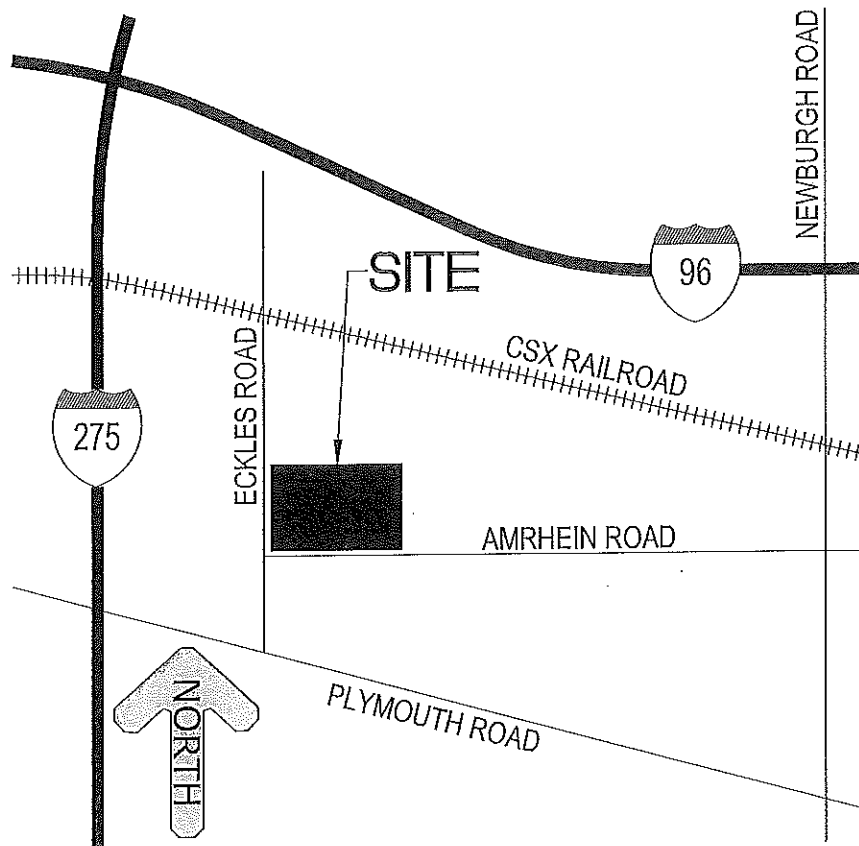
INSTRUMENT DRAFTED BY:

Todd J. Zilincik, P.E.
City Engineer
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

WHEN RECORDED RETURN TO:

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154
Attn: Engineering Division

Engineering:M:Storm Water Facilities: Agreement



LOCATION MAP

PROPERTY DESCRIPTIONS

PARCEL #46-118-99-0001-004 (12950 ECKLES ROAD)

A PARCEL OF LAND BEING PART OF THE NORTHWEST 1/4 SECTION 30, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN. MORE COMMONLY DESCRIBED AS: COMMENCING FROM THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE $N00^{\circ}26'07''E$, ALONG THE WEST LINE OF SAID SECTION 30 AND CENTERLINE OF ECKLES ROAD (120-FOOT RIGHT-OF-WAY), 43.00 FEET; THENCE $S89^{\circ}32'30''E$, 60.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID ECKLES ROAD AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, $N00^{\circ}26'07''E$, 730.00 FEET; THENCE $S89^{\circ}32'30''E$, 1120.00 FEET; THENCE $S00^{\circ}26'07''W$, 730.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF AMRHEIN ROAD (43-FOOT NORTH 1/2 RIGHT-OF-WAY); THENCE $N89^{\circ}32'30''W$, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1120.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.77 ACRES OF LAND, MORE OR LESS AND SUBJECT TO ALL EASEMENTS & RIGHTS OF RECORD.

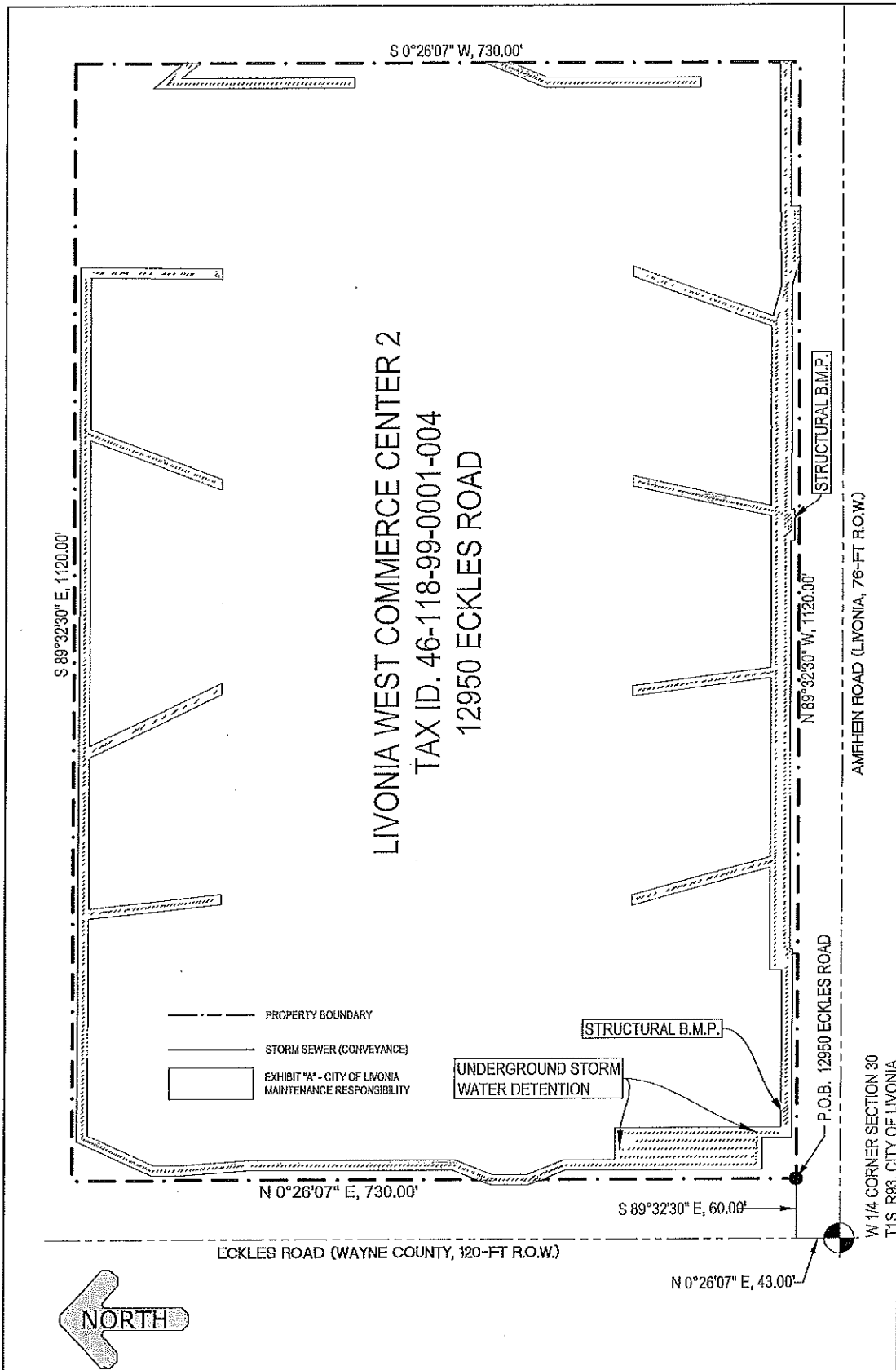
NONE	
Webb Engineering	civil site design & planning
314 Pauline Boulevard, Ann Arbor, Michigan 48103 or 248.783.1105 or 248.783.1109 or info@webbenj.com	

STORM WATER MAINTENANCE EXHIBITS

LIVONIA WEST COMMERCE CENTER BUILDING No. 2
12950 ECKLES ROAD, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN 48150

WEI PROJECT No.	20.316
DATE	03/19/2021
DRAWN BY	GWD
CHECKED BY	JNW

Exhibit A
SHEET 1 OF 2



CITY OF LIVONIA STORM WATER MAINTENANCE AGREEMENT "EXHIBIT B"
Long-Term Maintenance Schedule
12950 ECKLES ROAD

Maintenance Activities	System Component								Frequency
	Catch Basins, Inlets & Storm Sewers	Channels & Vegetated Swales	Inlets to Pretreatment Systems & Detention/Retention Systems	Flow Restrictors, Overflow Structures & Outlet Pipes	Emergency Spillways	Riprap	Buffer Strip	Manufactured Treatment System	
Monitoring/Inspection									
• Inspect for sediment accumulation**/clogging of stone filter	X	X	X					X	Annually
• Inspect for floatables, dead vegetation and debris	X	X	X	X				X	Annually and after major events
• Inspect for erosion and integrity of banks and berms		X	X			X			Annually and after major events
• Inspect all components during wet weather and compare to as-built plans	X	X	X	X		X		X	Annually
• Monitor plantings/vegetation		X							2 times per year
• Ensure means of access for maintenance remain clear/open	X	X	X	X		X		X	Annually
Preventative Maintenance									
• Mowing		X							only*
• Remove accumulated sediment	X	X						X	As needed**
• Remove floatables, dead vegetation and debris	X	X	X	X					As needed
• Replace or wash/reuse stone riser filters						X			as needed***
• Remove invasive plant species		X						X	Annually
• Per Manufacturer's maintenance recommendations				X				X	
Remedial Actions									
• Repair/stabilize areas of erosion		X	X			X			As needed
• Replace dead plantings, bushes, trees		X							As needed
• Reseed bare areas		X							As needed
• Structural repairs	X	X	X	X		X		X	As needed
• Make adjustments/repairs to ensure proper functioning	X	X	X	X		X		X	As-needed



LETTER TO THE LIVONIA CITY COUNCIL

15.

Engineering
August 3, 2022

MEETING DATE

S082222/R090722

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR CONSIDERATION OF A PROPOSED ORDINANCE AMENDMENT: Engineering Division, re: to add Chapter 22 (Stormwater Management) to Title 13 of the Livonia Code of Ordinances, as amended.

BACKGROUND

Attached for your review and consideration are proposed additions to Title 13 of the Livonia Code of Ordinances, which shall be known as the Stormwater Management Ordinance.

The proposed Stormwater Management Ordinance is a requirement of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to regulate pre-construction and post-construction runoff and water quality from building and construction projects. As part of the City of Livonia's Municipal Separate Storm Sewer System (MS4) permit with the State, we are required to have standards in place to ensure that runoff from any construction project meets or exceeds water quality and runoff requirements.

Presently stormwater management is required through the Engineering Division Site Plan Design Standards, but new State regulations require that stormwater management be included within the Ordinances. The proposed Ordinance addition will meet the EGLE requirements and better align us with the Wayne County Stormwater Ordinance to provide a consistent guidance for developers. In addition, the new Ordinance will provide consistent steps for inspections, violations and penalties, if needed.

RECOMMENDATION

The proposed Ordinance was developed in cooperation with EGLE guidance and has been reviewed by the Law Department for content and format. We would like to present the Ordinance for first reading if there are no objections. Of course, if you have any questions, please feel free to contact this Department.

Thank you for your consideration on this matter.

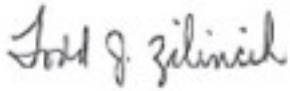
FISCAL CONSIDERATION

None

ATTACHMENTS

1. Proposed Stormwater Management Ordinance - August 2022

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: August 04, 2022



Don Rohraff, Director of Public Works

Date: August 04, 2022



Paul Bernier, City Attorney

Date: August 04, 2022



Maureen Miller Brosnan, Mayor

Date: August 12, 2022

**AN ORDINANCE ADDING CHAPTER 22 (STORMWATER
MANAGEMENT) TO TITLE 13 OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Chapter 22 is hereby added to Title 13 of the Livonia Code of Ordinances, as amended, which chapter shall read as follows:

**Chapter 13.22
STORMWATER MANAGEMENT**

Sections:

- 13.22.010 Short title.**
- 13.22.020 Statement of purpose.**
- 13.22.030 Definitions.**
- 13.22.040 General.**
- 13.22.050 Local requirements.**
- 13.22.060 Application for stormwater construction approval.**
- 13.22.070 Financial assurance for regulated construction activity and construction requirements for stormwater control systems.**
- 13.22.080 Enforcement, responsibility for administration.**
- 13.22.090 Minimum standards.**
- 13.22.100 Requirements for design of stormwater control systems.**
- 13.22.110 Fees for stormwater construction approvals.**
- 13.22.120 Recording.**
- 13.22.130 Right of entry.**
- 13.22.140 Investigations.**
- 13.22.150 Suspension of storm sewer system access.**
- 13.22.160 Criminal penalties; imprisonment.**
- 13.22.170 Appeal.**
- 13.22.180 Industrial or construction activity discharges.**
- 13.22.190 Requirements to prevent, control, and reduce stormwater pollutants by following the current Wayne County stormwater ordinance, stormwater administrative rules, stormwater standards manual.**
- 13.22.200 Watercourse protection.**
- 13.22.210 Enforcement.**
- 13.22.220 Enforcement measures after appeal.**

- 13.22.230 Cost of the abatement of the violation.**
- 13.22.240 Injunctive relief.**
- 13.22.250 Violations deemed a public nuisance.**
- 13.22.260 Cost Recovery.**
- 13.22.270 Remedies not exclusive.**
- 13.22.280 Severability.**
- 13.22.290 Repeal of ordinances in conflict herewith.**
- 13.22.300 Ratification.**
- 13.22.310 Publication.**
- 13.22.320 Effective date.**

13.22.010 Short title. This Ordinance shall be known and cited as the “Stormwater Management Ordinance”.

13.22.020 Statement of purpose. The requirements under the Michigan Environment, Great Lakes, and Energy (“EGLE”) National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) Phase II Stormwater Discharge Permit Application, the Current Wayne County Stormwater Ordinance, stormwater administrative rules and stormwater standards manual, and amendments thereto require the enactment of additional ordinances or regulatory mechanisms that will allow the City of Livonia to implement and enforce terms outlined in the permit application. The language below addresses the development design approval and the post construction stormwater controls requirement of the permit.

The purpose of this Ordinance is to provide for the health, safety, and general welfare of the citizens of the City through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This Ordinance establishes methods for controlling the introduction of pollutants into the municipal storm sewer system in order to comply with requirements of the NPDES permit process. The objectives of this Ordinance are:

- (1) To regulate the quality and quantity of stormwater discharge from a private property into a municipal storm sewer, enclosed or open conveyance systems.
- (2) To establish legal authority to implement permitting and delegation of monitoring and maintenance responsibilities necessary to ensure compliance with this chapter.

13.22.030 Definitions. In addition to terms defined above, the following terms shall have the meanings ascribed thereto in this section.

(A) *Authorized enforcement agency* means the city engineer and his/her

authorized representatives, which shall specifically include all inspectors and code enforcement, and any other individual designated by the Mayor of the City to enforce this Ordinance. Where applicable the terms may also mean the director of EGLE or his/her designated official, and/or the EPA Administrator or his/her designated official.

- (B) **Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- (C) **City** means the City of Livonia.
- (D) **Clean Water Act** means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.
- (E) **County** means the County of Wayne.
- (F) **County Ordinance** means the Wayne County Storm Water Ordinance, Enrolled Ordinance No. 2021-526a, as it may from time to time be amended, or any successor ordinance.
- (G) **Construction activity** means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of five (5) acres or more requiring an issued permit and small construction activities impacting one to five acres of land deemed to operate under a national permit. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.
- (H) C-Permit means a construction permit issued by the County.
- (I) **EPA** means the United States Environmental Protection Agency.
- (J) M-Permit means a long-term maintenance permit.
- (K) **Mobile Home Commission Act** means Act 96 of 1987, MCL 125.2301 et seq., as amended.
- (L) **MS4** means a municipal separate storm sewer system.

- (M) **National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit** means a permit issued by United States Environmental Protection Agency (EPA), or by the State of Michigan under authority delegated pursuant to 33 USC § 1342(b) and codified in the Michigan Natural Resources and Environmental Protection Act Protection at MCL 324.101, et seq., that authorizes the discharge of pollutants to waters of the United States or State of Michigan, whether the permit is applicable on an individual, group, or general area-wide basis.
- (N) **Non-stormwater discharge** means any discharge to the storm drain system that is not composed entirely of stormwater.
- (O) **Person** means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
- (P) **Pollutant** means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
- (Q) **Premises** means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- (R) **Storm sewer system or storm drainage system** means a publicly owned facility by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, and human-made or altered drainage channels, reservoirs, and other drainage structures.
- (S) **Stormwater** means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.
- (T) **Stormwater pollution prevention plan** means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a

site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

(U) **Subdivision Control Act** means Act 288 of 1967, MCL 560.101 et seq., as amended.

(V) **Wastewater** means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

13.22.040 General.

- A. This Ordinance and rules promulgated pursuant to this Ordinance shall apply to all of the following:
- (i) construction activity that negatively impacts or may negatively impact stormwater runoff into or around new or existing road rights-of-way within the jurisdiction of the City or County;
 - (ii) construction activity that negatively impacts or may negatively impact stormwater runoff into or around County drains;
 - (iii) construction activity that negatively impacts or may negatively impact stormwater runoff in projects that are subject to the requirements of Subdivision Control Act;
 - (iv) construction activity that negatively impacts or may negatively impact stormwater runoff from projects that are subject to the Mobile Home Commission Act;
 - (v) construction activity that negatively impacts or may negatively impact stormwater runoff into, on, or through property owned by the City or County;
 - (vi) construction activity that negatively impacts or may negatively impact new or existing storm sewer systems owned, operated, or controlled by the City or County; and
 - (vii) construction activity that occurs within and negatively impacts or may negatively impact water quality or water resources in watersheds or sub-watersheds impacted by discharges authorized pursuant to the EGLE Wayne County MS4 Permit.

- (viii) construction activity that negatively impacts or may negatively impact stormwater runoff or water quality includes, without limitation, construction activity that increases stormwater runoff rates, velocities, or volumes; increases water pollution or transports pollutants; causes erosion and/or sedimentation of waterways; causes a lack of ground infiltration; increases water temperatures; exceeds the safe receiving capacities of storm sewer systems owned, operated, or controlled by the City or County; or endangers public health or safety.

B. This Ordinance shall not apply to emergency repairs within a City or County right-of-way.

13.22.050 Local requirements. The City, in its sole discretion, and to the extent permitted by law, may enter into an agreement with the County for the purpose of implementing, in whole or in part, this Ordinance and/or any rule promulgated pursuant to this Ordinance, with respect to construction activity within the jurisdiction of the City. This shall apply to post-construction storm water runoff from new development and redevelopment projects that disturb one (1) or more acres, including projects less than (1) acre that are part of a larger common plan of development, and that discharge to the City's MS4.

13.22.060 Application for stormwater construction approval. It shall be a violation of this Ordinance to engage in regulated construction activity except in accordance with this and the County Ordinance and rules promulgated pursuant to this Ordinance and the County Ordinance, and pursuant to a valid stormwater construction approval and construction permit issued by the County or City. A stormwater construction approval shall be issued in a form and manner approved by the County or City and may be incorporated into a construction permit or other approval issued under or required by another ordinance, statute or regulation.

Applicants shall submit a written application for a stormwater construction approval to the County and provide the City specific exhibits to depict the proposed storm water management system with executed agreement. The application shall be made in a form and manner approved by the City and shall include all information and documentation required by the County and City pursuant to this ordinance and the County Ordinance or rules promulgated pursuant to those Ordinances. While an application for stormwater construction approval and a construction permit may be executed by an authorized representative or agent of the property owner on whose land the stormwater control system is or will be located an M-Permit shall be executed by the property owner itself, the County and the City. The City has a standard agreement to be executed with attached exhibits of the storm water management system.

After issuance of a stormwater construction approval, but prior to commencement of construction activity, the Applicant shall obtain a C-Permit from the County. The

Applicant will obtain an approval letter from the City's Engineering Department to construct a storm water management system.

All proposed modifications to a stormwater control system shall be submitted to the City and County in writing, together with all information and all supporting documentation required by the County pursuant to this Ordinance or rules promulgated pursuant to this Ordinance to support the proposed modification. A person shall not commence regulated construction activity associated with a proposed modification without a stormwater construction approval and construction permit from the County or City.

All construction permits issued by the City's Engineering Department or the Wayne County Permit Office shall expire not later than two (2) years after the date of issuance, unless extended in writing by the Permit Office for good cause shown by the Permit Holder.

13.22.070 Financial assurance for regulated construction activity and construction requirements for stormwater control systems. The County or City may require an Applicant to provide financial assurance for regulated construction activity.

Financial assurance provided pursuant to this section shall be in the form of a performance bond, cashier's or certified check, or unconditional irrevocable letter of credit. The County or City may accept, with prior approval, an equivalent instrument as financial assurance for regulated construction activity. The County or City of Livonia may establish the form and amount of financial assurance to be provided; the events, circumstances, or occurrences that will cause the County or City of Livonia to release the financial assurance; and other requirements for financial assurance to satisfy the purposes of this Ordinance.

The County or City will only release the construction permit and financial assurance after the County receives a recorded copy of the resolution and fully executed M-permit, including the maintenance plan and schedule, pursuant to this Ordinance, and all fees assessed pursuant to this Ordinance have been paid, in accordance with this Ordinance and the rules promulgated pursuant to this Ordinance.

13.22.080 Enforcement, responsibility for administration. This Ordinance shall be enforceable by any Authorized Enforcement Agency.

13.22.090 Minimum standards. The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Except as provided below, stormwater control systems shall be designed in accordance with the minimum requirements for performance and design that are set forth in this and the County Ordinance and in rules promulgated pursuant to this Ordinance.

The City and County encourage the development and use of innovative stormwater control system designs and construction techniques, including without limitation the use of non-structural practices to reduce stormwater runoff and/or its water quality impacts, to achieve the flood control and water quality objectives of this and the County Ordinance and the rules promulgated hereunder.

Notwithstanding any provision in this Ordinance or a rule promulgated pursuant to this Ordinance, the City and/or County may require stormwater control systems to satisfy performance and/or design standards more stringent than the minimum requirements for performance and design set forth in this Ordinance and in rules promulgated pursuant to this Ordinance when necessary to address unique flood control or water resource protection issues at a development site that negatively impacts or may negatively impact adjacent properties or downstream of a development site.

13.22.100 Requirements for design of stormwater control systems.

Selecting and designing stormwater control systems to meet the requirements of this and the County Ordinance and the rules promulgated pursuant to this Ordinance shall be the responsibility of the permit applicant or its designee, subject to the approval of the County pursuant to the County Ordinance and rules promulgated pursuant to this Ordinance. The County or City may deny a stormwater construction approval for a system design that is not in compliance with these requirements.

In designing a stormwater control system, the permit applicant shall consider all relevant and appropriate factors, including without limitation the following:

- A. the public health, safety, welfare, and the environment and the inconvenience caused by stormwater runoff on the Premises;
- B. the long-term impact of regulated construction activity on stormwater runoff on, from, and beyond the Premises;
- C. the natural drainage pattern of the land;
- D. the impact of the regulated construction activity on the affected watershed(s);
- E. the effect of complete upstream development on the subject Premises as determined by applicable master plans and/or stormwater plans; and;

- F. the extent of downstream improvements necessary for proper stormwater drainage.

13.22.110 Fees for stormwater construction approvals. The City Council may approve a written schedule to be adopted as a fee system for administering and implementing the stormwater control program. The fee system may include fees for application, submittal and review, permit issuance, project overview, compliance inspections, and any other task or service performed by the City to administer or implement the requirements of this Ordinance or rules promulgated hereunder. Fees may be refundable or nonrefundable, as determined appropriate by the City, and may include charges for time and materials utilized by the City in implementing and administering the requirements of this Ordinance or rules promulgated pursuant to this Ordinance. The fees described in this section are separate and distinct from the financial assurance that may be required pursuant to Section 13.22.070 above. The schedule of fees established by the City shall be incorporated into Code of Ordinances.

A. DEMONSTRATION OF LONG-TERM MAINTENANCE

The applicant for a stormwater construction approval shall demonstrate to the County or City in the application or during the application review process, as determined appropriate by the County or City, that the stormwater control system shall be maintained in perpetuity. This demonstration shall be made in the manner specified in this Ordinance and in rules promulgated pursuant to this Ordinance.

B. SCOPE OF LONG-TERM MAINTENANCE

For purposes of this Ordinance and rules promulgated pursuant to this Ordinance, long-term maintenance shall include: site monitoring, inspection and preventive maintenance activities necessary to ensure that a stormwater control system functions properly as designed; maintenance of structural and vegetative BMPs installed and implemented to meet the performance standards; remedial actions necessary to repair, modify, or reconstruct the system in the event the system does not function properly as designed at any time; notification to subsequent owners of limitations or restrictions on the Premises; actions necessary to enforce the terms of restrictive covenants or other instruments applicable to the premises pursuant to this Ordinance and rules promulgated pursuant to this Ordinance; and such other actions as may be set forth in rules promulgated hereto, all such actions to be performed in perpetuity.

C. LONG-TERM MAINTENANCE PERMIT PROCESS

The Permit Holder under the long-term maintenance permit shall be the owner of the Premises on which the stormwater control system is constructed. The County will issue an M-permit and the City will provide a standard agreement to be

executed with attached exhibits for the project pursuant to this Ordinance that identifies, among other things, the limits of the stormwater control system, the party responsible for maintenance, and the activities required to ensure that the system functions effectively. Long-term maintenance shall begin after construction of the stormwater control system has been completed, the County or City has performed a final inspection of the completed stormwater control system which it approves, and the County or City has received the engineer's certificate of construction for the completed stormwater control system. After the County's approval of the final inspection of the stormwater system and the County or City receives the engineer's certificate of construction for the completed stormwater system and prior to the expiration date of the construction permit, the Property Owner shall obtain a resolution issued by the City in accordance with this Ordinance and the rules promulgated pursuant to this Ordinance. The City will not release the construction permit and financial assurance until all of the above are completed.

D. LONG-TERM MAINTENANCE ASSURANCE

The Property Owner is responsible for its long-term maintenance and shall be the Permit Holder under the long-term maintenance permit. The City will assume jurisdiction over and accept responsibility for the long-term maintenance of stormwater control systems that require a County stormwater construction approval in accordance with a long-term maintenance plan and schedule approved by the County if the Property Owner fails to maintain the stormwater control system. This perpetual maintenance guarantee by the City shall be made by a resolution or equivalent instrument. The City will undertake this obligation upon receipt of a Stormwater System Maintenance Agreement by which the Property Owner shall be responsible to indemnify the City to the fullest extent possible and reimburse the City for any costs incurred in Stormwater Maintenance.

13.22.120 Recording. After the County's approval of the M-permit, the M-permit together with the resolution shall be recorded at the Wayne County, Michigan Register of Deeds. No long-term maintenance permit shall be recorded prior to the County's approval. The M-permit shall run with the land and be binding on the Property Owner and any successors or assigns.

13.22.130 Right of entry. Upon presentation of proper credentials and identification, and after stating the authority and purpose of the inspection, City or County inspectors shall be promptly permitted to enter and inspect a development site. The inspection shall be for the purpose of investigating the development site's stormwater control systems or components of the stormwater control systems, to determine compliance or non-compliance with this and the County Ordinance, rules or

regulations promulgated pursuant to this Ordinance, stormwater construction approvals, permits issued pursuant to this Ordinance, and BMP's.

Refusal of reasonable access to representatives of the Authorized Enforcement Agency to any part of the premises is a violation of this Ordinance.

13.22.140 Investigations. If the City or County believes that a violation of this or the County Ordinance, a rule promulgated pursuant to this Ordinance, a stormwater construction approval or permit issued hereunder may have occurred or exists, the City or County shall, as soon as practicable, initiate an investigation.

13.22.150 Suspension of storm sewer system access.

A. Suspension due to illicit discharges in emergency situations.

Any Authorized Enforcement Agency may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or the Waters of the United States or this state. If the violator fails to comply with a suspension order issued in an emergency, the Authorized Enforcement Agency may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the United States or this state, or to minimize danger to persons.

B. Suspension due to the detection of illicit discharge.

Any person discharging to the storm sewer system in violation of this Ordinance may have their storm sewer system access terminated if such termination would abate or reduce an illicit discharge. Any Authorized Enforcement Agency will notify a violator of the proposed termination of its storm sewer system access.

C. Violation.

A person violates this Ordinance if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the Authorized Enforcement Agency.

In addition to a the criminal sanctions set forth below, a person who violates any provision of this Ordinance or rules promulgated hereunder, including without limitation any notice, order, stormwater construction approval, agreement, decision, or determination promulgated, issued, made, or

entered by the City or County under this Ordinance or rules promulgated hereunder, is responsible for a municipal civil infraction for which the City may issue a citation, with the violator subject to payment of a civil fine of Five Hundred Dollars (\$500.00) for each infraction, plus costs and other sanctions outlined in this Ordinance or otherwise provided by law. The City or County may issue such infraction or infractions against individual members, shareholders, directors, managers, officers or other officials of entities, incorporated or not, such as, but not limited to, limited liability companies, limited companies, s corporations, c corporations, partnerships and limited liability partnerships, whether organized in the State of Michigan or another state or country. Nothing provided for in this section shall impede the City's or County's ability to secure compliance as otherwise outlined in this Ordinance or institute a civil action as provided by this Section or elsewhere in this Ordinance, rules promulgated pursuant to this Ordinance or as otherwise provided by local or State law.

- (i) Authorized City Officials. Any Authorized Enforcement Agency may issue municipal civil infraction citations (directing alleged violators to appear in district court) for violations of this Ordinance.
- (ii) Procedures. Except as otherwise provided by this section, the procedures for municipal civil infraction citation actions shall be those of the State of Michigan 16th Judicial District Court.
- (iii) Remedy Not Exclusive. The City, by and through the City Attorney or his/her designee, may bring a civil action in the name of the City to enforce the provisions of this Ordinance and rules promulgated pursuant to this Ordinance. Nothing in this Ordinance shall preclude the City from instituting an action for appropriate legal and/or equitable relief in Wayne County Circuit Court to restrain, correct, or abate a violation of this Ordinance, a rule or regulation promulgated pursuant to this Ordinance, or a stormwater construction approval issued hereunder; or to stop an illegal act; or to abate a nuisance; or to prevent pollution or flooding.

13.22.160 Criminal penalties; imprisonment. Any person who:

- (A) Violates this Ordinance, or any notice, order, stormwater construction approval, or decision or determination promulgated, issued or made by the City under this Ordinance; or

- (B) Intentionally makes a false statement, representation, or certification in any application for, or form pertaining to, a stormwater construction approval, or in any other correspondence or communication, written or oral, with the City regarding matters regulated by this Ordinance;

may, at the City's discretion, be charged with a misdemeanor for which upon conviction, said person shall be guilty of a misdemeanor punishable by a fine of \$500 per violation per day, or imprisonment for up to 90 days, or both in the discretion of the court.

13.22.170 Appeal. In addition to the appeal rights of any person against whom a judgment has been entered, any person whose legal rights, duties, or privileges are determined by the City pursuant to this Ordinance or a rule promulgated pursuant to this Ordinance, and who is aggrieved by the City's determination, may appeal, within 10 days of the decision appealed to the Director of Public Works or his/her designee, and if dissatisfied with the Director's decision may appeal to the City Council. If said person remains aggrieved by the decision of the City Council, said person may file an action at the Wayne County Circuit Court to challenge the same no later than twenty-eight (28) days after such determination. This section does not create a right to appeal the City's determination to charge with a misdemeanor or civil infraction or take any other court action against any person deemed to have violated this Ordinance.

13.22.180 Industrial or construction activity discharges. Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City Engineer prior to the allowing of discharges to the MS4.

13.22.190 Requirements to prevent, control, and reduce stormwater pollutants by following the current Wayne County Stormwater Ordinance, Stormwater Administrative Rules, Stormwater Standards Manual. The City will adopt requirements set out in the current County Ordinance, stormwater administrative rules and stormwater standards manual. The County Ordinance lays out consistent county wide Best Management Practices to regulate the quantity and quality of stormwater discharges as approved by EGLE. The owner of a new development or redevelopment that disturbs one (1) or more acres, including projects less than one (1) acre that are part of a larger common plan of development, and that discharge to the City's MS4, meeting the thresholds set out in the County Ordinance shall, at their own expense, apply for and obtain a permit ahead of starting construction, engineered stormwater controls contained within the applicant's property meeting the design criteria of the County Ordinance. The property owner upon completion of construction must enter into a binding long-term maintenance agreement with the City, at property owners' own expense, to document, routinely monitor and maintain the stormwater quantity and quality BMP's so they continue to operate as designed. The agreement shall be set up that if the property owner should be determined to be non-responsive to notice of required maintenance action that the City may enter the property to perform the

maintenance required and charge the property owner therefor.

13.22.200 Watercourse Protection. Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately-owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

13.22.210 Enforcement.

A. Notice of Violation

Whenever any Authorized Enforcement Agency finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the City may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance condition monitoring, and measuring;
- (2) The performance maintenance work in order to get BMPs functioning as designed;
- (3) Reimbursement of direct cost plus administrative costs and interest.

B. Abatement of a Violation.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice may further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the City or its designee at the violator's expense.

13.22.220 Enforcement measures after appeal. If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 30 days of any decision finally upholding the decision to issue the Notice of Violation, then representatives of the City or its designees shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any Premises to refuse to allow the City or its designee to enter upon the Premises for the purposes set forth above.

13.22.230 Cost of the abatement of the violation. Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of

abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment pursuant to Section 170 above.

13.22.240 Injunctive relief. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the City may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

13.22.250 Violations deemed a public nuisance. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense. The City may also simultaneously or alternatively initiate a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance.

13.22.260 Cost Recovery. The City may recover all attorney's fees; court costs; and other expenses associated with enforcement of this ordinance, including condition monitoring and maintenance expenses.

13.22.270 Remedies not exclusive. The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

13.22.280 Severability. The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or its application to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

13.22.290 Repeal of ordinances in conflict herewith. Any and all Ordinances of the City, or any parts or provisions thereof, to the extent that they are contrary to or inconsistent with the provisions of this Ordinance, are hereby expressly repealed.

13.22.300 Ratification. All other provisions of the Code of Ordinances of the City except as herein modified or amended are hereby expressly ratified and affirmed.

13.22.310 Publication. This Ordinance shall be published in accordance with the terms, provisions, and requirements of the City Charter of Livonia, Michigan, and in accordance with and to the extent required by the statutes of the State of Michigan.

13.22.320 Effective date. This Ordinance shall take effect on the ___ day of _____ 2022, in accordance with the provisions and requirements of the City of Livonia. The City Clerk is hereby directed to publish this Ordinance within fifteen (15) days after the date of adoption as required by Chapter 1.01 of the City Charter of Livonia.

Section 2. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.
