

OFFICE OF THE COUNCIL

COUNCIL MEMBERS

JIM JOLLY, President
LAURA M. TOY, Vice President
SCOTT BAHR
ROB GJONAJ DONOVIC
BRANDON McCULLOUGH
KATHLEEN E. McINTYRE
SCOTT MORGAN



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

OFFICE OF THE COUNCIL

**ELECTRONIC AGENDA PACKET FOR
THE REGULAR MEETING OF
MONDAY, FEBRUARY 13, 2023
7:00 P.M.**

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

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

**1962nd Regular Meeting Agenda of the Council of the City of Livonia
Monday, February 13, 2023**

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

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES - Regular Meeting Minutes of January 30, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

CONSENT AGENDA

1. [REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Gale Wilcox, Anastasia & Katie's Coffee Shop, re: to host a car show with a DJ, in the parking lot of business located at 19215 Merriman Road on Saturday, May 20, 2023, from 9:00 a.m. to 1:00 p.m.](#)
2. [REQUEST FOR AUTHORIZATION TO PURCHASE ONE \(1\) 2023 LIFE LINE TYPE-1 SUPERLINER AMBULANCE: Fire Department, re: to replace the current frontline vehicle in our vehicle replacement program, from budgeted funds.](#)
3. [REQUEST FOR AUTHORIZATION TO PURCHASE ONE \(1\) POWER LOAD AMBULANCE COT LOADING SYSTEM: Fire Department, re: to be placed in frontline vehicles and improve worker and patient safety, from budgeted funds.](#)
4. [AWARD OF BID: Division of Police, re: to replace the network firewall and switching infrastructure that is currently at end of life and out of warranty, from budgeted funds.](#)
5. [REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE ELEVEN \(11\) MARKED AND UNMARKED POLICE VEHICLES USING STATE OF MICHIGAN COOPERATIVE BID PRICING AND MACOMB COUNTY CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.](#)
6. [REQUEST TO APPROVE HOURLY RATE INCREASE: Civil Service Department, re: for the classification of Police Reserve Officer.](#)
7. [REQUEST TO APPROVE CITY OF LIVONIA AFSCME UNION LOCAL 1917 CONTRACT AGREEMENT FOR THE PERIOD DECEMBER 1, 2022, THROUGH NOVEMBER 30, 2025, Civil Service Department, re: same.](#)

8. [REQUEST FOR APPROVAL TO AMEND THE 2016-2021 CONSOLIDATION PLAN AND 2019-2020 ANNUAL ACTION PLAN: Livonia Housing Commission, re: to allocate CARES Act Funding to the Community Development Block Grant \(CDBG\) to include activities that prevent, prepare for, and respond to the spread of infectious diseases such as the coronavirus disease 2019 \(COVID-19\). \(CR 140-20, CR 178-19 and CR 181-16\).](#)
9. [AWARD OF BID: Public Works Division, Forestry Department, re: for the City-owned tree audit and update of inventory database, from budgeted funds.](#)
10. [REQUEST TO RELEASE DEVELOPMENT BONDS: Engineering Division, re: for Capri Court Site Condominium, located on the west side of Farmington Road between Norfolk Avenue and Eight Mile Road in the Northeast 1/4 of Section 4. \(CR 304-19\)](#)
11. [REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from LS Equity, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located north of Plymouth Road, east of Middlebelt Road, in the Southwest 1/4 of Section 25.](#)

UNFINISHED BUSINESS – MEETINGS OF THE COMMITTEE

12. [FINANCE AND BUDGET COMMITTEE MEETING OF FEBRUARY 6, 2023](#)
 - a. [CR 24-23 Subject matter of a budget amendment in connection with the removal of funding for the position of Director of Government Affairs.](#)

UNFINISHED BUSINESS

13. [AWARD OF BID AND REQUEST TO AMEND THE CONTRACT WITH OHM ADVISORS AND AUTHORIZATION FOR ADDITIONAL APPROPRIATION: Public Works Division, re: for the construction administration services for the Building Controls System Upgrade Project, from the Capital Projects Fund.](#)

NEW BUSINESS

14. [REQUEST TO OVERRIDE THE 80/20 HARD CAP: Council President, Jim Jolly, re: in connection with the increase of the City of Livonia employee health insurance rate premiums for 2023.](#)
15. [ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for a twenty-foot-wide sanitary sewer secured without monetary consideration from LS Equity, LLC \(29320 Plymouth Road\), in the Southwest 1/4 of Section 57. Parcel ID #46-099-99-0007-009.](#)
16. [ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for a twelve-foot-wide water main secured without monetary consideration from LS Equity, LLC \(29320 Plymouth Road\), in the Southwest 1/4 of Section 25. Parcel ID #46-099-99-0007-009.](#)

17. REQUEST TO SCHEDULE A CLOSED COMMITTEE OF THE WHOLE MEETING: Department of Law, re: for the purpose of discussing pending litigation and attorney/client privileged communications with respect to Andrew Mathews v P.O. Tamer; U.S. District Court Case No. 2:21-cv-10361.

AUDIENCE COMMUNICATION

SUSAN M. NASH, CITY CLERK

NOTICE(S)

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

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

1

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

1. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Gale Wilcox, Anastasia & Katie's Coffee Shop, re: to host a car show with a DJ, in the parking lot of business located at 19215 Merriman Road on Saturday, May 20, 2023, from 9:00 a.m. to 1:00 p.m.

Ian Edgar, an employee of Anastasia & Katie's Coffee Shop, presented the request to Council.

Councilmember McIntyre offered an approving resolution for the Consent agenda.

Ian gave flyers for the event to Council to be posted in City Hall.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

City Clerk
January 19, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Gale Wilcox, Anastasia & Katie's Coffee Shop, re: to host a car show with a DJ, in the parking lot of business located at 19215 Merriman Road on Saturday, May 20, 2023, from 9:00 a.m. to 1:00 p.m.

BACKGROUND

MI Work Matters is a 501(c)(3) non-profit organization that offers employment to people with developmental disabilities. Anastasia and Katie's Coffee Shop & Cafe offers employment, training and support in an inclusive environment.

Anastasia & Katie's Coffee Shop & Cafe is hosting their 2nd Annual Good and Strong Car Show on Saturday, May 20, 2023. They are requesting permission to hold a raffle to raise funding, a noise waiver for use of a wireless microphone and speaker and barricades for use on their property. The event will begin at 9:00 a.m. and end at 1:00 p.m.

RECOMMENDATION

Approve as submitted.

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. NonProfit letter request fr MiWorkMatters re Anastasia and Katie's Coffee
2. S013023 Noise waiver and barricading Form - 19215 Merriman
3. R050222 Approval to recog nonprofit MIWorks and Anastasia and Katies CR 132-22

APPROVED BY



Mi Work Matters is on a mission to create, sustain and advocate for meaningful employment opportunities for people with developmental disabilities.

January 12, 2023

Livonia City Council
33000 Civic Center Drive
Livonia, MI 48154

RE: Council Resolution Request for Car Show Raffle, Noise Waiver and Barricades

City Council Member:

Mi Work Matters is a 501(c)(3) non-profit organization which offers employment to people with developmental disabilities. Anastasia and Katie's Coffee Shop & Cafe is our venue to offer employment, training and support in an inclusive environment.

As our organization receives no funding through state or federal channels, we host events that include fundraising. To create community awareness of our mission, we are hosting the **2nd Annual Good and Strong Car Show** on Saturday, May 20, 2023.

We are requesting the following:

Raffle Approval – for items donated by Mi Work Matters board members, families and local businesses

Noise Waiver – for use of a wireless microphone and speaker

Barricades – eight barricades are being requested

The car show will begin at 9:00 a.m. (when cars arrive) and end at 1:00 p.m. Approximately 55 vehicles are expected in addition to visitors. The location is the northwest corner of 7 Mile Road and Merriman, north side parking lot of Merriman Mall/Anastasia and Katie's Coffee Shop & Cafe.

I am grateful to the Livonia City Council for this opportunity to request a council resolution. If there is additional information required, please let me know.

Warm regards,

GALE WILCOX



Cofounder/Secretary - Board of Directors

gale.wilcox@MiWorkMatters.org

[248.388.0014](tel:248.388.0014)

MiWorkMatters.org

**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: January 19, 2023 Date to appear at a Council Meeting: January 30, 2023

Name of Neighborhood Representative: Gale Wilcox, Anastasia and Katie's Coffee Shop

Address (please include zip code): 19215 Merriman Road

Telephone Number with area code: Home: 248-388-0014 Office: _____

Email: gale.wilcox@MiWorkMatters.org

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

<u>Saturday, May 20, 2023</u>		<u>9:00 a.m. to 1:00 p.m</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).

Parking lot of business at 19215 Merriman Rd

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

2nd Annual Good and Strong Car Show with a DJ

How many barricades are you requesting (max. 10)? 8

Approximate Number Attending: Approximately 55 cars

Date of Council Approval/Denial: _____

Council Resolution Number: _____

On a motion by Donovic, seconded by McCullough, it was:

#132-22 RESOLVED, that having considered an application from Gale Wilcox, MI Work Matters, dated April 8, 2022, the Council does hereby take this means to indicate that MI Work Matters is recognized as a non-profit organization operating in the community, and the action herein being taken for the purpose of affording MI Work Matters the opportunity to qualify for a charitable gaming license or registration from the State of Michigan in accordance with provisions of State statute.

<i>CONSENT AGENDA ITEM 1 (Regular Meeting of May 2, 2022)</i>

Motion:	Donovic
Second:	McCullough
Ayes:	Morgan, McCullough, McIntyre, Bahr, Donovic, Jolly
Nays:	None
Absent:	Toy

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

2

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

2. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 LIFE LINE TYPE-1 SUPERLINER AMBULANCE: Fire Department, re: to replace the current frontline vehicle in our vehicle replacement program, from budgeted funds.

Livonia Fire Chief Jennison presented the request to Council.

Councilmember McCullough offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Fire
January 12, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Lori Arquette, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 LIFE LINE TYPE-1 SUPERLINER AMBULANCE: Fire Department, re: to replace the current frontline vehicle in our vehicle replacement program, from budgeted funds.

BACKGROUND

It is respectfully requested that City Council approve the purchase of one (1) 2023 Life Line Type-1 Superliner Ambulance on a 2023 Ford F-450 XLT Chassis from R & R Fire Truck, 751 Doheny Drive, Northville, MI (Representative of Life Line Emergency Vehicles, 1 Lifeline Drive, P.O. Box 299, Sumner, IA 50674) for a net cost of \$277,676.00 as follows:

Vehicle Cost	\$278,076
Less: Ford GPC Rebate	<u>(400)</u>
Net Vehicle Cost	\$277,676

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

This new ambulance will replace our current frontline Squad 1 which is a 2017 model year with 56,000 miles on it, and is part of our vehicle replacement program through budgeted capital outlay funds. That vehicle will be downgraded to a Reserve Squad status. As part of this purchase, we may opt to trade in two 2006 Freightliner ambulances that are no longer in proper working order for emergency response. The trade in value would be consistent with what we have previously recovered utilizing auction disposal options. It is anticipated that due to supply chain issues, this vehicle will most likely not be received and placed into service until 2024.

RECOMMENDATION

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

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

1. Authorize purchase from R & R Fire Truck (Life Line Emergency Vehicles)(HGAC Contract: AM10-20 / Product Code: NA02: Life Line Type-1 Superliner 171" Body, Ford F-450) in the amount of \$277,676.00 from funds already budgeted in account 101-338-985-000 (Capital Outlay-Vehicles).

FISCAL CONSIDERATION

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

ATTACHMENTS

1. R&R Fire Truck - Life Line Ambulance Quote Proposal Letter

APPROVED BY



Robert Jennison, Fire Chief

Date: January 12, 2023



Michael Slater, Finance Director

Date: January 12, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023



Service and repairs on all makes and models

Robert Jennison
Fire Chief
Livonia Fire Dept.
14910 Farmington Road
Livonia, MI 48154

September 8, 2022

Dear Chief Jennison,

The following quote is offered for your consideration regarding one [1] 2023 Life Line Type-I Ambulance.

This quote is based on the HGAC Contract AM10-20 [NA02], with Liquid Spring Rear Suspension Installed. This quote also contains the required HGAC Contract Fee, Published Options Requested, and Un-Published Options required to complete the delivery. The Chassis will be a 2023 Ford F-450 XLT 193" WB, 4x4, specially ordered Vermillion Red. [Pricing at this time is what we believe is a close "Estimate"]

R&R Fire Truck Repair Inc. is the Michigan Dealer for Life Line Emergency Vehicles (LLEV), Sumner, IA. LLEV has been in business building custom high-end Ambulances for the past 37-years.

One (1) 2023 Life Line Type-I Superliner, 171"x 96" with 74" Headroom, on a 2023 Ford F-450 XLT 193" WB, 4x4 Chassis, with Liquid Spring Rear Suspension, Vermillion Red.

Two Hundred Seventy-Eight Thousand, Seventy-Six Dollars no/100

\$278,076.00

Note: The available Ford GPC Rebate on the 2023 Chassis is **-\$400.00**. the Rebate will be assessed on the Chassis Invoice up front to lock-in the Chassis pricing with Ford.

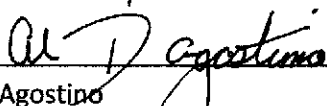
Net Total, after Ford GPC Rebate:

\$277,676.00

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

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

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



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



Proposal accepted on behalf of the City of Livonia by:

Signed By

Title

Date

Printed Name

NOTE:

Issue the Purchase Order to:

R&R Fire Truck Repair Inc.

751 Doheny drive

Northville, MI 48167

Tax ID#: _____

Note on P.O. The Following Information Please:

HGAC Contract: AM10-20

Product Code: NA02: Life Line Type-I Superliner 171" Body, Ford F-450

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

3

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

3. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) POWER LOAD AMBULANCE COT LOADING SYSTEM: Fire Department, re: to be placed in frontline vehicles and improve worker and patient safety, from budgeted funds.

Livonia Fire Chief Jennison presented the request to Council.

Councilmember Morgan offered an approving resolution for the Consent agenda.

Councilmember Donovic asked if the Power Loading System is the device that lifts patients into the ambulance.

Chief Jennison indicated it not only lifts the stretcher but also locks it into place, so it is unable to move during transport.

DIRECTION:	APPROVAL	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

3.

Fire
January 12, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Lori Arquette, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) POWER LOAD AMBULANCE COT LOADING SYSTEM: Fire Department, re: to be placed in frontline vehicles and improve worker and patient safety, from budgeted funds.

BACKGROUND

It is respectfully requested that City Council approve the purchase of one (1) Power Load ambulance cot fastening system from Stryker Medical, 3800 E. Center Ave., Portage, MI 49002, for the amount of \$24,877.39. This is a sole vendor request due to the compatibility with the department's existing fleet of Stryker ambulance cots and their superior performance over the last 12 years. This equipment will be placed in frontline vehicles and improve worker and patient safety.

RECOMMENDATION

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

1. Waive the formal bidding process in accordance with Section 3.04.140.E.3 of the Livonia Code of Ordinances, as amended, since no advantage to the city would result from competitive bidding on this specialized type of equipment.
2. Authorize purchase from Stryker Medical in the amount of \$24,877.39 from funds already budgeted in account 101-338-979-000 (Capital Outlay-Fire Equipment).

FISCAL CONSIDERATION

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

ATTACHMENTS

1. Stryker Power-Load Quote 10632704

APPROVED BY

A handwritten signature in black ink, appearing to read "Robert J. Jaraman".

Date: January 12, 2023

Robert Jennison, Fire Chief

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

Date: January 12, 2023

Michael Slater, Finance Director

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

Date: January 19, 2023

Maureen Miller Brosnan, Mayor



New Truck Power-Load

Quote Number: 10632704

Version: 1

Prepared For: CITY OF LIVONIA FIRE AND RESCUE

Attn:

Quote Date: 01/09/2023

Expiration Date: 04/09/2023

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Jamie Smith

Email: jamie.smith@stryker.com

Phone Number:

Mobile: (269) 303-1257

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	CITY OF LIVONIA FIRE AND RESCUE	Name:	CITY OF LIVONIA FIRE AND RESCUE	Name:	CITY OF LIVONIA FIRE AND RESCUE
Account #:	1120629	Account #:	1120629	Account #:	1120629
Address:	14910 FARMINGTON RD	Address:	14910 FARMINGTON RD	Address:	14910 FARMINGTON RD
	LIVONIA		LIVONIA		LIVONIA
	Michigan 48154-5419		Michigan 48154-5419		Michigan 48154-5419

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	1	\$24,570.26	\$24,570.26
Equipment Total:					\$24,570.26

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$307.13
Grand Total:	\$24,877.39

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

4. AWARD OF BID: Division of Police, re: to replace the network firewall and switching infrastructure that is currently at end of life and out of warranty, from budgeted funds.

Livonia Police Chief Goralski presented the request to Council.

Councilmember Morgan offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Police
January 9, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Division of Police, re: to replace the network firewall and switching infrastructure that is currently at end of life and out of warranty, from budgeted funds.

BACKGROUND

The existing Livonia Public Safety Department network firewall and switching infrastructure is at end of life, out of warranty and is scheduled to be replaced. A request for proposals (RFP) was placed on the Michigan Inter-governmental Trade Network (MITN) and only one sealed bid response was received. The bid was from the Bullfrog Group, LLC based in Troy, MI. The Police Department Information Technology Unit evaluated the vendor's proposal and found that the Bullfrog Group met the specified qualifications of the RFP. The project includes the installation of new Cisco/Meraki Firewalls, Switches and Software.

RECOMMENDATION

Bullfrog Group has been the Police Department's network vendor for over a decade, has extensive knowledge of our network, and understands the needs/requirements of working on a public safety network. Based on the evaluation committee's review of the bid, vendor qualifications and work plan, the Police Department recommends awarding the network infrastructure bid to the Bullfrog Group.

FISCAL CONSIDERATION

The project has been quoted at \$90,293.31, which is an approximate discount of 57% off the list price of the equipment. Total cost of the project will be shared by both the Police and Fire Departments and is budgeted in accounts #101-306-987-000 and #101-338-971-000 respectively.

Bullfrog Group, LLC
901 Tower Drive, STE 305
Troy, MI. 48098

ATTACHMENTS

1. Bullfrog Overview & Proposal for LPD Network Upgrade RFP.
2. Livonia Police Department (LPD) Request for Proposal (RFP) and Network Infrastructure Project Vendor Evaluation.

APPROVED BY



Thomas Goralski, Police Chief

Date: January 18, 2023



Michael Slater, Finance Director

Date: January 18, 2023



Paul Bernier, City Attorney

Date: January 18, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023



December 19th, 2022

Enna A. Bachelor
Purchasing Manager
NETWORK INFRASTRUCTURE RFP

Dear Enna,

Enclosed with this letter is Bullfrog Group LLC's response to the Network Infrastructure Upgrade RFP. Bullfrog Group LLC confirms our ability to accommodate nationwide demand for Network Infrastructure and VOIP Technology services, upgrades and installations and fulfill obligations as a nationwide supplier.

Bullfrog is focused on many different business verticals such as Government, Financial Institutions, Manufacturing and Health Care. Bullfrog is a leading provider of Data and VOIP Networks solutions for many of these business verticals with an industry-leading selection of products, a complete suite of networking solutions and a wide range of contracts. We help many organizations streamline procurement, simplify deployment and maximize the value of the network infrastructure lifecycle. Our experienced network engineers who currently maintain, monitor and manage LPD's network Infrastructure for past 10 years understand the need and focus on real-world solutions.

Our response reflects how Bullfrog's compelling capabilities uniquely position us to help LPD deliver meaningful outcomes. We are equipped to develop and deploy new services, and have deep partner relationships to help LPD or clients manage their IT today and transform for tomorrow. By selecting Bullfrog, LPD will gain access to proven capabilities in:

- **Hardware Delivery:** Bullfrog is Cisco's choice of partner and will work directly with Cisco account managers to ensure delivery of proposed Hardware within timeframe for project completion.
- **Network Infrastructure Install/Upgrade:** Efficiently deploy with minimum downtime and disaster recovery plan in place, manage and secure data via modern security technologies such as IPS, Network Anti-Malware, DNS protection etc. Deploy and secure network on all 7 network layers.
- **Digital Innovation:** Our engineers go through continuous education to stay up to date on vendor (Cisco) technologies in areas of Switching/Routing, Collaboration, Wireless and Network Security. This allows us to assist our customers and turn ideas into value through network modernization, Internet of things (IoT), SDWAN, Software Defined Networking and Analytics.

Thank you for your time and consideration. We look forward to further discussing our proposal with Livonia Police Department. If you require any further information or clarification on any of the elements of our proposal, please contact me via email or telephone.

Sincerely,

Amit Vashi

Director of Technology

(O):248 247 7204

(M):734-239-3671

(Email):amit@bullfrog.net

901 Tower Drive, Suite#305, Troy, MI 48098, 248-247-7204 | www.bullfrog.net



LIVONIA POLICE DEPARTMENT
NETWORK INFRASTRUCTURE BID PROPOSAL
DEC 19th, 2022

Executive Summary:

Bullfrog Group LLC was founded in 2002 by Ben Rife, and today is a leading supplier of Network Infrastructure equipment and solutions, VOIP technologies for businesses across US and Canada. Our clients include but are not limited to Health Care, Education, Legal, Manufacturing, Public Sector, and Financial vertical markets.

We are currently the company responsible for providing monthly technical support to the Livonia Police Department to ensure problem free secure LAN/WAN infrastructure and to assist with special projects that require our attention and expertise.

This familiarity with the network and respective procedures and personnel is an asset to LPD that would be leveraged if we are the company awarded the bid.

We appreciate the opportunity to work with LPD on this project and look forward to helping in any way we can to ensure successful upgrade to latest network technologies. As our references will attest, we partner with our customers to help them meet their business objectives and continue to support them and build long lasting relationships

Consultant's Qualifications:

Amit Vashi

Director of Technology
CCNP (Switching/Routing, Security)
CCDA (Cisco Certified Network Design Architect)
Webex Calling and Contact Center Professional

-Amit is a senior level network engineer/architect with over 12 years of experience in multiple network technologies which include LAN/WAN, Network Security, Wireless and Collaboration. Amit has been actively managing/maintaining LPD's and fire stations network infrastructure for the past 12 years and have a solid understanding of LPD's network.

Ben Rife

President, CEO
CCIE#5886

-Ben Rife is the founder of Bullfrog Group LLC and has over 20 years of experience in network design and install. Ben Rife Also holds Cisco's highest-level certification CCIE (Cisco Certified Internetwork Expert). Ben has also previously worked on supporting LPD's network infrastructure and has a solid understanding of LPD's network environment.

WORK PLAN:

Bullfrog is proposing the following implementation plan for the install of the new network hardware. Install can occur during normal/after business hours or weekend without impacting business operations. Bullfrog is planning to deploy the hardware in three different phases as outlined below to ensure seamless transition with extremely minimal downtime and with a recovery plan in place.

Phase 1/Day 1: FIREWALL INSTALLATIONS (Clemis Firewalls and Internet Firewalls)

- First and foremost, all the hardware will be shipped to Bullfrog's office. This will allow our engineer(s) to preconfigure all hardware (Switches and Firewalls). We will then bring it to LPD as we get closer to deployment date.

- Bullfrog will take a fresh backup copy of existing production Firewalls configurations and will provide config back up to LPD's IT director.

- Bullfrog will then label all existing connections/cables on the Production Firewalls and document it on a Visio diagram. This will allow us to ensure all cables get reconnected to correct ports on the new firewalls. This will also assist us with disaster recovery plan should we need to revert changes.

- Bullfrog will then decommission Clemis backup Firewall and install the preconfigured new Firewall. Move the connections from Clemis Primary Firewall to new Firewall. At this point, traffic will start to flow through the new firewall. Test all systems. Once all tests pass, we will power down and remove old Primary Firewall. We will then install 2nd new standby firewall and sync it with new Primary Firewall. At this point, traffic is 100% flowing through new Clemis Firewalls.

- Bullfrog will then verify and review Meraki Firewall configs with LPD IT Admins to ensure all firewall rules are in place. These rules contain inbound/outbound traffic from LPD's users and Exchange/Email servers that are on a separate DMZ. This configuration will be tested with temporary IPs to ensure everything is working. Bullfrog will then decommission standby internet firewall and install new Meraki firewall. Once installed and mounted, we will immediately move connections from old firewall to new firewall during maintenance window. At this point, traffic will start to flow through new firewalls. We will perform extensive testing with IT Staff to ensure everything is working correctly. Once IT staff give us the green light, we will proceed with decommission of 2nd existing firewall and replace it with the new Secondary Meraki Firewall. We will then sync both firewalls in active/standby failover for hardware redundancy.

- Should the testing fail, we will troubleshoot it during maintenance window and roll back to original firewalls as needed.

Phase 2/Day 2: CORE SWITCHES INSTALLATIONS

-Bullfrog will take a fresh back up copy of current configurations including VLAN database from Core Switches and provide the backup to LPD IT director.

-Bullfrog will then label all connections, EtherChannel and map them out to worksheet. This will ensure all connections get reconnected to their respective VLANs/Trunks/Span ports on new switch. This will also allow us to perform disaster recovery should the install fail.

-Bullfrog will preconfigure new core switches with a temporary IP address and uplink with current core to reduce downtime. We will then work with LPD to move backup/primary servers, EtherChannels, and uplinks to new core switches. Once all links are up and reachable on network, we will turn on the "Routing feature" on the new core switches and disable routing on old core. At this point, all traffic will start to route through the new Core switches. We will then test all systems (LAN, WAN, remote stations connectivity, Clemis, Avaya Phones etc). Once all Business-critical systems are up, we will proceed with decommission of old core switches

Phase 3/Day 3: EDGE SWITCHES INSTALLATION:

-Bullfrog will take a fresh back up of existing edge stack including EtherChannel, vlan database and trunk configurations. We will provide full backup copy to LPD IT director.

-Bullfrog will then label all connections on existing stack to ensure they get reconnected to correct ports on new switches. This will assist us with rollback plan if needed.

-Bullfrog will then assemble new stack switches and uplink it will existing stack to reduce downtime. We will then test connectivity using one of the PC/Access Point and Avaya phone to ensure all are connecting without issues on new stack. Once all tests pass, we will work with LPD IT to start moving connections from old stack to new stack switches. Once all connections are moved and all tests pass, we will decommission the old stack.

Finally, we will take a complete back up of all new hardware (Clemiss Firewall, Internet Firewalls, Core switches, Edge switches) and provide the backup to LPD IT.

Phase 4/Day 4: FIRE STATIONS SWITCH INSTALLATION

-Bullfrog will take a fresh back up of each Fire Station's switch configuration. We will label all network connection to ensure they get reconnected to correct ports. This will allow us with disaster recovery should we need to roll back the install.

-We will drive to each fire station. Install new switch then uplink the new switch with existing switch. Test LAN/WAN connectivity. Once connectivity pass all tests, we will start moving cables from old switch(s) to new switches. Test all users/device connectivity and decommission old hardware.

Scope Changes:

Additional costs for services outside the scope of this bid will be provided on a T&M (time and materials) basis at a rate of \$175.00 per hour. Additional costs for hardware outside the scope of this bid will be provided at standard government discounted pricing

EXHIBIT A



Overview & Proposal

LPD Network Upgrade RFP 2023

QUOTE # 005688 V1

PREPARED FOR

Livonia Police Dept - Administration

PREPARED BY

Amit Vashi

EXHIBIT A



Hardware

Description	Price	Qty	Ext. Price
SWITCHES AND CLEMIS FIREPOWER FIREWALLS			
Cisco Firepower 1120 ASA Appliance, 1U	\$1,984.11	2	\$3,968.22
SOLN SUPP 8X5XNBD Cisco Firepower 1120 ASA Appliance, 1U	\$2,446.68	2	\$4,893.36
Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	\$3,148.83	8	\$25,190.64
C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	\$571.33	8	\$4,570.64
Cisco Catalyst 9200L Stack Module	\$669.37	8	\$5,354.96
3M Type 4 Stacking Cable	\$153.04	1	\$153.04
Catalyst 9300 48-port PoE+, Network Advantage	\$4,544.48	2	\$9,088.96
SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	\$3,386.67	2	\$6,773.34
50CM Type 1 Stacking Cable	\$44.90	2	\$89.80
C9300 DNA Advantage, 48-Port, 3 Year Term License	\$1,692.37	2	\$3,384.74
Catalyst 9300 8 x 10GE Network Module	\$1,144.71	2	\$2,289.42
MERAKI MX FIREWALLS FOR INTERNET CONNECTIVITY			
Meraki MX95 Router/Security Appliance	\$2,242.28	2	\$4,484.56
Meraki MX95 Advanced Security License and Support, 7YR	\$8,797.13	1	\$8,797.13
Cisco AnyConnect Plus License, 5YR, 25-99 Users	\$8.57	25	\$214.25
FIRE STATIONS SWITCHES			
CBS350 Managed 24-port GE, Full PoE, 4x1G SFP	\$933.90	5	\$4,669.50
CBS350 Managed 8-port GE, PoE, 2x1G Combo	\$378.88	1	\$378.88
SNTC-8X5XNBD CBS350 Managed 8-port GE, PoE, 2x1G Comb	\$40.63	1	\$40.63
CBS350 Managed 48-port GE, Full PoE, 4x1G SFP	\$1,556.52	1	\$1,556.52
Subtotal:			\$85,898.59

Service Activation

Description	Price	Qty	Ext. Price
Network Engineering Services	\$175.00	25	\$4,375.00
Subtotal:			\$4,375.00

LPD Network Upgrade RFP 2023

Prepared by:

Bullfrog Group, LLC

Amit Vashi

2482477204

amit@bullfrog.net

Prepared for:

Livonia Police Dept - Administration

15050 Farmington Road

Livonia, MI 48154

Steve Arslanian

(734) 466-2388

steven.arslanian@livoniapd.com

Quote Information:

Quote #: 005688

Version: 1

Delivery Date: 12/19/2022

Expiration Date: 05/31/2023

Quote Summary

Description	Amount
Hardware	\$85,898.59
Service Activation	\$4,375.00
Subtotal:	\$90,273.59
Shipping:	\$19.72
Total:	\$90,293.31

** This quote contains estimated taxes, shipping, and handling. Actual charges will be billed upon shipping. **

We reserve the right to cancel orders arising from pricing or other errors.

Bullfrog Group, LLC

Livonia Police Dept - Administration

Signature:



Signature:

Name:

Amit Vashi

Name:

Steve Arslanian

Title:

Network Engineer

Date:

Date:

12/19/2022



REQUEST FOR PROPOSAL (RFP)
NETWORK INFRASTRUCTURE BID PROPOSAL

LIVONIA POLICE DEPARTMENT
15050 FARMINGTON RD
LIVONIA, MI 48154

**ADVERTISEMENT FOR
REQUEST FOR PROPOSAL**

**CITY OF LIVONIA, MICHIGAN
33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154**

***CISCO/MERAKI INFRASTRUCTURE HARDWARE
FOR THE LIVONIA POLICE DEPARTMENT***

Sealed proposals will be received VIA THE MITN WEBSITE ONLY WWW.MITN.INFO until **2:00 P.M., Eastern Daylight Time, on DECEMBER 20, 2022** at which time the proposals will be publicly opened and read aloud via Zoom. Each proposal shall be recorded together with the name of the bidder. Bids shall be in accordance with the requirements of this notice in order to be deemed "responsive." Late proposals will not be considered. No physical bid submission will be accepted. All proposals must be uploaded in Adobe Acrobat Format.

Vendors may attend the bid opening virtually by using the following credentials:

By Computer:

<https://us02web.zoom.us/j/82294127641>

By Phone:

Phone (312) 626-6799

Webinar ID: 822 9412 7641

Instructions and specifications may be obtained by registering with the Michigan Inter-Governmental Trade Network (MITN) at www.mitn.info.

All Addendums will be posted on the MITN website. Any information not obtained from the MITN website should not be relied upon. Faxed proposals in response to this request will not be accepted.

All proposals shall be submitted in Adobe Acrobat PDF Format via the MITN website.

No bidder may withdraw his proposal within 120 calendar days after the date set for opening thereof.

The City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities therein. Acceptance of any proposal does not constitute a binding agreement until a written Contract is signed by both parties.

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ATTACHEMENTS

Insurance Forms

I. **General Information**

A. **Overview**

The City of Livonia Police Department in Michigan is requesting proposals from qualified firms capable of providing Cisco/Meraki network infrastructure hardware with:

- Five years of maintenance
- Configuration and installation services

It is not the intent of this RFP to completely describe all aspects of the network infrastructure. Descriptions of the software, hardware, and services associated with the network hardware are outlined within this RFP to ensure that the overall goal of the police department is achieved. This RFP serves only as a guideline to solicit proposals from qualified firms.

The Livonia Police Department recognizes that questions may occur on items requiring discussion prior to vendor preparation of proposals. Any questions pertaining to the RFP should be directed IN WRITING VIA EMAIL to:

Enna Bachelor, Purchasing Manager, ebachelor@livonia.gov

No phone calls will be accepted.

The deadline for receiving questions in response to the RFP is no later than 3:00 p.m. EST, December 15, 2022. The City does not guarantee a response to questions received after the question deadline. Questions received will be responded to in writing by the Purchasing Manager in the form of addenda posted to the MITN website www.mitn.info.

B. **RFP Tentative Timetable**

The following schedule will be followed in the evaluation of proposals:

Date	Event
Bids Published to MITN	12/02/2022
Prebid Meeting – 10:00 a.m. Police Department 15050 Farmington Rd., Livonia, MI (Not mandatory – bidders who do not attend can submit bids)	12/13/2022
Question Deadline	12/15/2022
Proposals Due/Bid Opening	12/20/2022
Contract Award by City Council	February 2022

Dates specified are subject to change.

C. Submittal of Proposals

Please read these instructions carefully. All the information requested must be provided. In submitting this sealed proposal, it is understood that the City reserves the right to reject or accept any or all proposals in whole or in part. It is agreed that this proposal may not be withdrawn for one hundred twenty (120) days from the opening thereof.

A. Proposal Format

Those firms interested in responding to this RFP should prepare an Adobe Acrobat PDF document providing the information requested herein.

The City reserves the right to make changes to this RFP, with timely notification to vendors. Submitted proposals become the property of the City of Livonia and will not be returned to those responding.

The proposal response shall be neatly typed and able to be printed on 8½ " x 11" paper with a minimum spacing of one and one-half lines

Proposal Content Requirements

Proposals must include the following elements:

- A **cover letter** providing a brief description of the firm or individual, name, address of vendor, telephone number, e-mail, and fax of principal contact person.
- **Executive summary** of the highlights of the proposal, which should not exceed one page in length, but convey the firm's understanding of the purpose and expected outcomes of this project.
- A summary of the **consultant's qualifications** and relevant experience along with a list of key personnel who would be involved in the process, with a description of their backgrounds and areas of expertise.
- We seek a vendor who can demonstrate considerable experience in providing the equipment and installation services requested in the RFP.
- A **work plan** that contains a description of the approach, tasks, and proposed timeline to complete the project. The work plan should include the lead times anticipated for equipment.
- **Exclusions, assumptions or exceptions.** The vendor submitting a proposal shall document with its proposal response any exclusions, assumptions or exceptions to the requirements specified in the RFP with its proposal submission.
- A project **budget and fee schedule** which includes equipment and installation costs.

- Contact information for at least three references for which the vendor has provided similar equipment and service within the last five (5) years in Southeast Michigan.

D. Vendor Selection Criteria

The Livonia Police Department's selection will be based primarily upon:

1. Assessment of vendor ability to provide equipment that meets requirements and services in a timely manner.
2. Assessment of vendor certifications and references.
3. Evaluation of total cost of equipment and services, including additional costs that may be incurred by the Police Department.
4. Evaluation of project team experience and equipment replacement plan.

The following general criteria will be used by the Evaluation Committee and City Council in the selection of a consultant:

	CRITERIA	MAXIMUM POINTS
1	Demonstrated knowledge, skills, and experience providing the equipment and services specified	35
2	Work plan and timeline addressing all components of the project.	25
3	Cost	30
4	References	10

All proposals will be evaluated by an Evaluation Committee made up of City/Police Department Staff using the evaluation criteria outlined in the RFP to rank all proposals received. The Evaluation Committee may, at its sole discretion, select the top candidates for interviews. The Evaluation Committee will submit its findings and recommendations to the Livonia City Council. The City Council makes the final determination as to contract award after review of the Evaluation Committee's recommendations and obtaining such other information that the City Council may desire. A firm will be selected by the City Council for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider and attempt to negotiate with that firm.

II. Proposal Guidelines

A. Scope of Work

The Livonia Police Department is seeking a replacement of their existing Cisco network firewall and switching infrastructure. The new Cisco/Meraki firewalls and switches will be placed in the same physical rooms as the current units. A new network rack will be available next to the current network rack for the equipment in the Police Department Server Room. Remote locations will use the existing racks. Trade-in of the existing Cisco network hardware can be included in the overall pricing discount provided by Cisco. An inventory of our existing equipment follows.

All work will meet the standards specified by the equipment manufacturer, all applicable local, state and federal standards as well as applicable building and safety codes. All hardware including optics and modules furnished under the resulting agreement shall be Cisco branded and provided by an authorized Cisco channel partner. All equipment provided shall be new and unused. Third party and/or used components are strictly prohibited. First five years of Cisco SMARTnet maintenance (8x5xNBD) is to be included with this proposal as specified. Third-party or non-Cisco SMARTnet maintenance options will not be accepted.

System will include all manuals, technical data sheets and drawings needed to maintain the system. Vendor will train the Information Systems Department staff (up to 3 people) on basic monitoring and control of the equipment and software. Cost of training shall be included in the pricing offered with proposal.

All new network cabling must be Category 6. All new cabling work must be tested and must conform with the Category 6 specifications.

Vendor will complete the installation without affecting the police department's network operations during normal business hours. In case of equipment problems within 30 days following the completion of the install, vendor must have qualified support staff on site within 4 hours of the initial call. This should be considered warranty work, and not incur any additional costs to the Livonia Police Department.

Bidder shall provide a detailed list of proposed equipment, software and maintenance with unit pricing List shall be labeled "Exhibit A".

Bidders shall provide a minimum of three customer references using similar equipment. Customer references should be in the Southeast Michigan area. Bidder will also provide a summary of the proposed staff's qualifications and experience with similar equipment. A minimum of (1) CCNP – Routing and

Switching and CCNP – Security certified engineer is required onsite during the time of installation. Proof of certification shall be included with proposal response.

B. Hardware Specifications

Current Network Equipment (for trade-in)

Part Number	Part Description	Qty
WS-C3850-48P	Catalyst 3850 48 Port Full PoE	2
WS-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W	7
SW-SG300-28P	Small Business 300 Series Managed Switch 28-Port Gigabit PoE	5
SW-SG350-52P	SG350-52P 52-Port Gigabit PoE Managed Switch	1
WS-C2960S-24TS-L	Catalyst 2960-S Series	1
ASA5508-K9	ASA 5508-X Firepower Services Security Appliance - 8 Ports	4

New Network Equipment, Software and Maintenance

Network Equipment (PD Server Room - Cisco)

Part Number	Part Description	Service (mths)	Qty	List Price	Extended List
FPR1120-ASA-K9	Cisco Firepower 1120 ASA Appliance, 1U	-	2	\$ 5,565.53	\$ 11,131.06
CON-SSSNT-FPR1120A	SOLN SUPP 8X5XNBD Cisco Firepower 1120 ASA Appliance, 1U	60	2	\$ 3,100.00	\$ 6,200.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	2	\$ -	\$ -
SF-F1KASA9.16.2-K9	Cisco ASA 9.16.2 Software for Firepower 1000 appliances	-	2	\$ -	\$ -
FPR1K-ENC-K9	Cisco Firepower 1000 Strong Encryption (3DES/AES)	-	2	\$ -	\$ -
FPR1K-RM-SSD200-	Cisco Firepower 1K Series 200GB for FPR-1120/1140	-	2	\$ -	\$ -
FPR1K-RM-ACY-KIT	Cisco Firepower 1K Series Accessory Kit for FPR-1120/1140	-	2	\$ -	\$ -
FPR1000-ASA	Cisco Firepower 1000 Standard ASA License	-	2	\$ -	\$ -
C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	-	8	\$ 9,778.96	\$ 78,231.68
C9200L-NW-E-48	C9200L Network Essentials, 48-port license	-	8	\$ -	\$ -
CAB-TA-NA	North America AC Type A Power Cable	-	8	\$ -	\$ -
PWR-C5-BLANK	Config 5 Power Supply Blank	-	8	\$ -	\$ -
C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	-	8	\$ -	\$ -
C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	36	8	\$ 1,505.49	\$ 12,043.92
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	-	8	\$ 1,763.83	\$ 14,110.64
C9200-STACK	Catalyst 9200 Stack Module	-	16	\$ -	\$ -
STACK-T4-50CM	50CM Type 4 Stacking Cable	-	8	\$ -	\$ -
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	8	\$ -	\$ -
STACK-T4-3M=	3M Type 4 Stacking Cable	-	1	\$ 403.26	\$ 403.26
C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	-	2	\$ 11,974.90	\$ 23,949.80
CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	60	2	\$ 4,291.00	\$ 8,582.00
C9300-NWA-48	C9300 Network Advantage, 48-port license	-	2	\$ -	\$ -
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	-	2	\$ -	\$ -
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	-	2	\$ -	\$ -
C9300-SPS-NONE	No Secondary Power Supply Selected	-	2	\$ -	\$ -
CAB-TA-NA	North America AC Type A Power Cable	-	2	\$ -	\$ -
C9300-SSD-NONE	No SSD Card Selected	-	2	\$ -	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	-	2	\$ 118.29	\$ 236.58
C9300-SPWR-NONE	No Stack Power Cable Selected	-	2	\$ -	\$ -

PWR-C1-BLANK	Config 1 Power Supply Blank	-	2	\$ -	\$ -
TE-C9K-SW	TE agent for IOSXE on C9K	-	2	\$ -	\$ -
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	-	2	\$ -	\$ -
C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	36	2	\$ 4,459.48	\$ 8,918.96
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	-	2	\$ -	\$ -
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	36	2	\$ -	\$ -
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	-	2	\$ -	\$ -
D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	36	2	\$ -	\$ -
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	-	2	\$ -	\$ -
TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	36	2	\$ -	\$ -
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	-	2	\$ 3,016.36	\$ 6,032.72
NETWORK-PNPLIC	Network Plug-n-Play Connect for zero-touch device deployment	-	2	\$ -	\$ -
				TOTAL	\$ 169,840.62

Network Equipment (PD Server Room - Meraki)

Part Number	Part Description	Service (mths)	Qty	List Price	Extended List
MX95-HW	Meraki MX95 Router/Security Appliance	-	2	\$ 5,908.52	\$ 11,817.04
LIC-MX95-SEC-7Y	Meraki MX95 Advanced Security License and Support, 7YR	-	1	\$ 23,180.85	\$ 23,180.85
L-AC-PLS-LIC=	Secure Client Advantage Term License, Total Unique Users	-	25	\$ -	\$ -
L-AC-PLS-SY-S1	Cisco AnyConnect Plus License, 5YR, 25-99 Users	60	25	\$ 22.58	\$ 564.50
				TOTAL	\$ 35,562.39

Commented [BE1]: Same question as above

Network Equipment (Remote Stations - Cisco)

Part Number	Part Description	Service (mths)	Qty	List Price	Extended List
CBS350-24FP-4G-NA	CBS350 Managed 24-port GE, Full PoE, 4x1G SFP	-	5	\$ 1,039.67	\$ 5,198.35
CBS350-8P-2G-NA	CBS350 Managed 8-port GE, PoE, 2x1G Combo	-	1	\$ 451.31	\$ 451.31
CON-SNT-CBS3582G	SNTC-8XSXNBD CBS350 Managed 8-port GE, PoE, 2x1G Comb	12	1	\$ 45.88	\$ 45.88
CBS350-48FP-4G-NA	CBS350 Managed 48-port GE, Full PoE, 4x1G SFP	-	1	\$ 1,732.82	\$ 1,732.82
				TOTAL	\$ 7,428.36

III. Summary

A. Cost Summary

Vendors should include all costs associated with the proposal, including any hardware, software, maintenance and service costs. Any travel or other costs must be included in the proposal. Pricing must be provided on forms contained in the RFP.

B. Terms and Conditions

1. Vendor is responsible for any costs incurred by the vendor or its subcontractors in responding to the RFP.
2. The contents of this RFP and any clarifications submitted by the successful vendor will be considered as part of the contractual obligation.
3. Failure to supply any information requested in the RFP may be cause for rejection of proposal.
4. Vendor proposals become the property of Livonia Police Department and will not be returned to the bidder.
5. All bids must be submitted in accordance with RFP instructions.
6. The quality of the articles to be supplied, their conformity with the bid specifications, their suitability to the requirements of Livonia Police Department and delivery terms will be taken into consideration in making the award.
7. In event of default by the vendor, Livonia Police Department reserves the right to procure the commodities and/or services from other sources and hold the vendor liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment, therefore, shall be made at a proper reduction in price.
8. The vendor guarantees to hold Livonia Police Department, its agents or employees harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract or which the vendor is not the patentee, assignee or licensee.
9. If the vendor discovers any errors or omissions in the specifications or in the work undertaken and executed by him, he will immediately

Commented [BE2]: Should the vendor identify subcontractors with their proposal response? Will they need to be screened/backgrounded checked?

Commented [SA3]: Yes, and Yes

notify the Information Systems Director. If, with the knowledge of such error or omission and prior to the correction thereof, the vendor proceeds with any work affected thereby, he will do so at his own risk and the work so done will be considered as work done under and in performance of the agreement unless and until approved and accepted.

10. The contractor and his sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to 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.

C. Proposal Cost Summary

Vendor Name: Bullfrog Group LLC

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	Price of all needed Cisco equipment and software. Please provide a separate detailed list labeled Exhibit A Warranty: <u>Limited Lifetime</u> Parts Lead time <u>45</u> days Pricing firm until <u>03/1/23</u> (date)	<u>\$74191.26</u>
2	Price of the configurations and installation of the Cisco equipment and software. Warranty: <u>90 Days</u> Labor Numbers days to complete installation and make equipment operational: <u>5</u> days	<u>\$4375.00</u>
3	Price of five (5) years SMARTnet maintenance as specified for this equipment & software to include 8x5xNBD.	<u>\$11707.33</u>
4	Training on use of system	<u>\$ Included</u>
5	OTHER CHARGES: (e.g. taxes, <u>freight</u> , travel, etc.)	<u>\$19.72</u>
6	TOTAL COST	<u>\$90,293.31</u>
7	Trade-In Value for Existing Equipment	Included <u>\$ with HW/SW discount</u>
8	GRAND TOTAL (Item 6 minus Item 7) Hourly rate for out-of-scope work	<u>\$90,293.31</u> <u>\$ 175.00</u> /hour

The submitted RFP shall provide a breakdown of budgeted hours, staff labor costs, and other direct costs by task and total. The total shall be a fee not-to-exceed without prior written authorization from the City of Livonia.

D. REFERENCE FORM

COMPANY NAME: Bullfrog Group LLC

Reference Company Name: Baker College	
City/State: Owosso, MI	
Summary of Work Performed: Manage, Maintain, Monitor Baker's LAN/WAN for all college campuses including their Data Center	
Dates of Work: 2010 to present	
Company Contact Person: Correy Ewald	Title: MGR
Phone Number: 9896662126	Email: correy.ewald@baker.edu

Reference Company Name: Cold Heading Company	
City/State: Warren/MI	
Summary of Work Performed: Upgraded their network infrastructure for all locations including HQ. We now manage all of their sites	
Dates of Work: 11/01/2020	
Company Contact Person: Keith Dromowicz	Title: IT MGR
Phone Number: 5868991412	Email: kdromo@coldheading.com

Reference Company Name: Burke Agency	
City/State: Commerce/MI	
Summary of Work Performed: Upgrade all sites Network and VOIP System. We now manage both their locations across Southeast Michigan	
Dates of Work: 01/12/2022	
Company Contact Person: Mary Burke	Title: CEO
Phone Number: 12489262616	Email: mburke@burkeagency.com

REFERENCES MUST BE FOR WORK PERFORMED IN SOUTHEAST MICHIGAN

E. STATEMENT OF QUALIFICATIONS

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

Company Name: Bullfrog Group LLC

Address 901 Tower Drive, STE 305, Troy, MI, 48098

Contact Person: Amit Vashi Title CTO

Phone No. 2482477204 Email Amit@bullfroq.net

1. Number of years operating under you present name: 7
2. Number of years present owners have owned the company: 22
3. How many years of experience does your company have providing the services specified in the bid documents? 22 years
4. List municipalities/police departments who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Term of Service
Livonia Police Department	10+ yrs

5. General nature of work performed by your company:
Cisco Switching/Routing/Security/Wireless and voip Sytem
setup, installation and maintenance

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

Year of Service	Department Served	Description of Services Provided
1yr	Library	Phone System Install and maintenance

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

Name	Title	Role	Years of Experience
Amit Vashi	CTO	Lead Engineer	12
Maddison Verdone	CSM	Customer Success	2
		MGR	

8. What challenges do you foresee?

None. We have maintained and managed LPD's network for 10
plus years and very confident in rolling out proven Cisco Solution
for LPD team!

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

Installation and Configuraiton of hardware/Software, Software
Upgrades and Post install support for upto 90 days at no cost to
LPD

COMPANY NAME: Bullfrog Group LLC

F. Proposed Staff Members

Proposed staff members and Cisco certifications. Note that a background check will be performed on all proposed staff members.

STAFF MEMBER 1

Amit Vashi
FIRST & LAST NAME

CCNP,CCDA
CISCO CERTIFICATION LEVEL

12
YEARS OF EXPERIENCE

10
YEARS WITH THE COMPANY

STAFF MEMBER 2

Ben Rife
FIRST & LAST NAME

CCIE
CISCO CERTIFICATION LEVEL

22
YEARS OF EXPERIENCE

YEARS WITH THE COMPANY

STAFF MEMBER 3

Adam Filkins
FIRST & LAST NAME

CCNA instructor
CISCO CERTIFICATION LEVEL

10
YEARS OF EXPERIENCE

1
YEARS WITH THE COMPANY

G. Authorization

In submitting this bid, it is understood that the right is reserved by Livonia Police Department to reject any and all bids and to waive any information in bidding.

The undersigned further state that this proposal is made in good faith with a complete understanding of the terms and conditions with Livonia Police Department's RFP.

OFFICIAL ADDRESS: Bullfrog Group LLC
901 Tower Drive, STE 305, Troy, MI, 48098, USA

FIRM NAME

Amit Vashi

NAME OF PRINCIPAL

Vashi: a ✓

SIGNATURE OF PRINCIPAL

CTO

TITLE

12/19/22

DATE

amit@bullfrog.net

EMAIL

2482477204

PHONE



Date: December 16, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 1 – NETWORK INFRASTRUCTURE RFP

Addendum No. 1 is being issued to respond to a question raised by a potential bidder.

VENDOR QUESTION: The RFP states all new network cabling must be CAT6, however, I don't see where there is any cabling being requested. Am I missing something? If so, is there a map indicating where the new CAT6 cabling is needed?

CITY RESPONSE: If the selected vendor plans to use any temporary cabling during the install, or the install plan calls for a different configuration of wiring from what the PD currently has, then all network patch cables supplied by the vendor must be Cat6. If new network patch cabling is not required for the vendors install plan, then they don't need to worry about that section.

All other provisions of the RFP remain the same. The due date remains the same. Vendors should acknowledge receipt of the addendum with their proposal response uploaded to the MITN website.

ADDENDUM NO.1 – BUILDING CONTROLS UPGRADE - ACKNOWLEDGEMENT

Company Name: Bullfrog Group LLC

Signature: Vashi a ✓

Title: Technology Director

Print Name: Amit Vashi Date 12/19/22

2022-2023 Network Infrastructure Project Vendor Evaluation

Bullfrog Group, LLC

Evaluation Committee Combined Total Score

	CRITERIA	MAXIMUM POINTS	POINTS AWARDED
1	Demonstrated knowledge, skills, and experience providing the equipment and services specified	35	34
2	Work plan and timeline addressing all components of the project.	25	24.67
3	Cost	30	30
5	References	10	9.67

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

5. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE ELEVEN (11) MARKED AND UNMARKED POLICE VEHICLES USING STATE OF MICHIGAN COOPERATIVE BID PRICING AND MACOMB COUNTY CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.

Livonia Police Chief Goralski presented the request to Council.

Councilmember McCullough asked when we are expecting to get the vehicles.

Chief Goralski said he is hopeful that we will get most of them by summer.

Councilmember McCullough offered an approving resolution for the Consent agenda.

Councilmember Bahr asked if this request is for all vehicles that will be purchased for the year and if the vehicles are pool cars or individually assigned. He also asked if they would stay in the department for the lifetime of vehicles.

Chief Goralski indicated this is the projected need of all vehicles for the year out of budget funds. He also said most vehicles are individually assigned to different areas within the department and are kept until they are reassigned within the city or sold at auction.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

Police
January 18, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE ELEVEN (11) MARKED AND UNMARKED POLICE VEHICLES USING STATE OF MICHIGAN COOPERATIVE BID PRICING AND MACOMB COUNTY CONSORTIUM BID PRICING: Division of Police, re: from budgeted funds.

BACKGROUND

The proposed purchase is for the replacement of marked and unmarked police vehicles as part of our annual vehicle replacement program.

RECOMMENDATION

The Livonia Division of Police is requesting authorization to purchase eleven (11) vehicles. This proposed purchase is for the replacement of marked and unmarked vehicles and will utilize \$444,463.00 from budgeted funds in accounts #101-302-985-000, 101-307-985-000, 101-325-985-000 and 101-329-985-000. The vehicles will be utilized by officers assigned to both uniform and non-uniform assignments.

FISCAL CONSIDERATION

Pursuant to Finance Ordinance 3.04.140 d.4, we are requesting a waiver of the sealed bid process, based on the police department's association with the State of Michigan cooperative purchasing consortium. Upon receipt of various bids and specifications from vetted participating vendors, the department requests to purchase the following vehicles:

(2) 2023 Ford Utility Police Interceptor Package @ \$44,984.00 (\$89,968.00 total) from:
Lunghamer Ford of Owosso LLC
1960 E. Main Street
Owosso, MI 48867
(989) 214-3513

(2) 2023 Dodge Durango Police Package @ \$37980.00 (\$75,960.00 total) from:
LaFontaine CDJR - Lansing
6131 S. Pennsylvania Avenue
Lansing, MI 48911
(517) 394-1022

(1) 2023 Chrysler Pacifica @ \$40,310.00 from:

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

(1) 2023 Jeep Grand Cherokee @ \$49,871.00 from:
LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
(517) 394-1022

(1) 2023 Jeep Grand Cherokee @ \$48,220.00 from:
LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
(517) 394-1022

(2) 2023 GMC Acadia @ \$40,700.00 each (\$81,400.00 total) from:
LaFontaine Automotive Group
4000 W. Highland Road
Highland, MI 48357
(248) 714-1071

(1) 2023 Chevrolet Traverse @ \$36,390.00
Berger Chevrolet
2525 28th Street S.E.
Grand Rapids, MI 49512
(616) 949-5200

(1) 2023 Chevrolet Malibu @ \$22,344.00 from:
Berger Chevrolet
2525 28th Street S.E.
Grand Rapids, MI 49512
(616) 949-5200

ATTACHMENTS

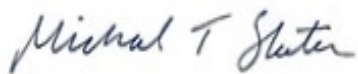
1. a. 2-2023 Ford Utility Police Interceptor - Lunghamer Ford
2. b. 2- 2023 Dodge Durango LaFontaine Dodge
3. c. 1-2023 Chrysler Pacifica Touring L - LaFontaine CDJR- Lansing.
4. d. 1-2023 Jeep Grand Cherokee I Limited 4 x 4 -LaFontaine CDJR- Lansing
5. e. 1-2023 Jeep Grand Cherokee I Limited-LaFontaine CDJR- Lansing
6. f. 1- 2023 GMC Acadia SLT AWD-LaFontaine Automotive Group
7. g. 1-2023 Chevrolet Traverse 3LT - Berger Chevrolet
8. h. 1-2023 Chevrolet Malibu LT - Berger Chevrolet Inc
9. i. 1- 2023 GMC Acadia SLT AWD- Stone-LaFontaine Automotive Group

APPROVED BY



Thomas Goralski, Police Chief

Date: January 18, 2023



Michael Slater, Finance Director

Date: January 18, 2023



Paul Bernier, City Attorney

Date: January 18, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023

Macomb County Bid Price
(Bid #21-18, MY2020) in the
State of Michigan
2023 Utility Police Interceptor
Major Standard Equipment

MECHANICAL

- Axle Ratio – 3.73 (AWD)
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- DC/DC converter – 220-Amp (in lieu of alternator)
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.3L V6 Direct-Injection Hybrid Engine System
- Engine – 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed)
- Note:** Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine – 3.0L V6 EcoBoost® with 10-Speed Automatic Transmission – (148-MPH Top Speed)
- Note:** Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 19-gallons
- H7 AGM Battery (800 CCA/80-amp)
- Lithium-Ion Battery Pack
- Suspension – independent front & rear
- Transmission – 10-speed automatic

EXTERIOR

- Antenna, Roof-mounted
 - Cladding – Lower bodyside cladding MIC
 - Door Handles – Black (MIC)
 - Exhaust True Dual (down-turned)
 - Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
 - Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
 - Grille – Black (MIC)
 - Headlamps – Automatic, LED Low-and-High-Beam
 - Note:** Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)
 - Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
 - Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
 - Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst
 - Note:** Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
 - Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
 - Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
 - Spare – Full size 18" Tire w/TPMS
 - Spoiler – Painted Black
 - Tailgate Handle – (MIC)
 - Tail lamps – LED
 - Tires – 255/60R18 A/S BSW
 - Wheel-Lip Molding – Black (MIC)
 - Wheels – 18" x 8.0 painted black steel with wheel hub cover
 - Windshield – Acoustic Laminated
- INTERIOR/COMFORT**
- Cargo Hooks
 - Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)
 - Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
 - Fixed Pedals (Driver Dead Pedal)
 - Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
 - Glove Box – Locking/non-illuminated
 - Grab Handles – (1 – Front-passenger side, 2-Rear)

INTERIOR/COMFORT (continued)

- Liftgate Release Switch located in overhead console (45 second timeout feature)
 - Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light
 - Mirror – Day/night Rear View
 - Particulate Air Filter
 - Powerpoints – (1) First Row
 - Rear-door closeout panels
 - Rear-window Defrost
 - Scuff Plates – Front & Rear
 - Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
 - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
 - Speed (Cruise) Control
 - Speedometer – Calibrated (includes digital readout)
 - Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
 - Sun visors, color-keyed, non-illuminated
 - Universal Top Tray – Center of I/P for mounting aftermarket equipment
 - Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature
- SAFETY/SECURITY**
- AdvanceTrac® w/RSC® (Roll Stability Control™)
 - Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
 - Anti-Lock Brakes (ABS) with Traction Control
 - Brakes – Police calibrated high-performance regenerative braking system
 - Belt-Minder® (Front Driver / Passenger)
 - Child-Safety Locks (capped)
 - Individual Tire Pressure Monitoring System (TPMS)
 - LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
 - Rearview Camera with Washer viewable in 4.2" center stack.
 - Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
 - SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Note:** Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Ford Modem and complimentary 2-year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper Wipers – Front

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
 - 8 Year / 100,000 Miles Hybrid Unique Components
- POWERTRAIN CARE EXTENDED SERVICE PLAN**
- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

Police Interceptor Utility Base Prices

[] Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$41,610.00
[] Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$44,984.00
[] Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A	\$44,136.00

VEHICLE COLOR: Order Code	Interior Trim Color Charcoal Black (96)	
Arizona Beige Metallic Clearcoat	[E3]	[]
Medium Brown Metallic	[BU]	[]
Dark Toreador Red Metallic	[JL]	[]
Dark Blue	[LK]	[]
Royal Blue	[LM]	[]
Light Blue Metallic	[LN]	[]
Vermillion Red	[E4]	[]
Smokestone Metallic	[HG]	[]
Silver Grey Metallic	[TN]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White	[YZ]	[]
Blue Metallic	[FT]	[]
Sterling Grey Metallic	[UJ]	[]
Medium Titanium Metallic	[YG]	[]
Carbonized Grey	[M7]	[]

INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats

	Code	\$Cost
[] 1st and 2nd row carpet floor covering	16C	125.00
[] 2nd Row Cloth Seats	F6/ 88F	60.00
[] Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
[] Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	45.00
[] Interior Upgrade Package	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats – Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
- Floor Mats, front and rear (carpeted)
- Deletes the standard console mounting plate (85D)
- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - AppLink®
 - 911 Assist®

Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms.

Lamps/Lighting

[] Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
[] Daytime Running Lamps	942	45.00
[] Side Marker Lights in Skull Caps	63B/60A	340.00
[] Rear Quarter Glass Side Marker Lights	63L	575.00
[] Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
[] Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate glass in applique panel)	43A	395.00
[] Front Interior Windshield Warning Lights (Red/Blue with take down)	96W	1145.00
[] Rear Spoiler Traffic Warning Light	96T	1495.00
[] Dome Lamp – Red/White in Cargo Area	17T	50.00
[] Pre-wiring for grille lamp, siren, and speaker	60A	50.00
[] Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
[] Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
[] Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00

Body

[] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
[] Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)	92R	85.00
[] Deflector Plate	76D	335.00

Wheels

[] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
[] 18" Painted Aluminum Wheel	64E	475.00

Misc

[] Engine Block Heater	41H	90.00
[] License Plate Bracket – Front	153	N/C
[] Badge Delete (Police Interceptor Badge Only)	16D	N/C
[] 100 Watt Siren/Speaker (includes bracket and pigtail)	18X	300.00
[] Aux Air Conditioning	17A	610.00
[] Noise Suppression Bonds (Ground Straps)	60R	100.00
[] Low-Band Frequency Noise Suppression Kit (Recommended when Using two-way radio communication devices that operate in the 39 – 46 MHz range (Channels 1-9). Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range.	68E	195.00

[] OBD-II Split Connector – Allows up to 2 devices to be connected to the vehicle's OBD-II port	61B	55.00
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[] My Speed Fleet Management	43S	60.00
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Audio/Video

[] Rear View Camera (Includes Electrochromic Rear View Mirror – Video is displayed in rear view mirror)	87R	N/C
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Note: This option would replace the camera that comes standard in the 4" center stack area.

[] Rear Camera On-Demand – allows driver to enable rear camera on-demand	19V	230.00
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Doors/Windows

[] Global Lock / Unlock feature (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the overhead console liftgate unlock switch) ***** OLD STYLE REAR HATCH LOCK / UNLOCK *****	18D	N/C
--	-----	-----

[] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperable	52P	160.00
--	-----	--------

[] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows Inop.	68G	75.00
--	-----	-------

[] Lock system; Single Key/All Vehicles Keyed Alike	59	50.00
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Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x= 59D

Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x= 59G

Keyed Alike 1111x= 59J

Safety & Security

[] Ballistic Door Panels – Driver Front Door Only (Level 3)	90D	1585.00
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[] Ballistic Door Panels – Driver & Pass Front Doors (Level 3)	90E	3170.00
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[] Ballistic Door Panels – Driver Front Door Only (Level 4+)	90F	2415.00
---	-----	---------

[] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+)	90G	4830.00
--	-----	---------

[] BLIS® – Blind Spot Monitoring with Cross Traffic Alert	55B/54Z	545.00
--	---------	--------

[] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.	68B/19V	905.00
---	---------	--------

Includes Rear Camera On-Demand (19V)

[] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W	76P	145.00
---	-----	--------

[] Mirrors– Heated, Non BLIS	549	60.00
-------------------------------	-----	-------

[] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	593/55F	460.00
--	---------	--------

[] Remote Keyless Entry w/4 Key Fobs (w/o Keypad)	55F	340.00
--	-----	--------

[] Police Engine Idle Feature	47A	260.00
--------------------------------	-----	--------

[] Extra Key \$6.00x___ =	Parts	6.00 ea
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[] Remote Starter (Must Order Keyless Entry 55F)	Parts	550.00
---	-------	--------

[] Reverse Sensing	76R	275.00
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[] Class III Trailer Tow Lighting Package (4-pin and 7-pin connectors and wiring)	52T	80.00
--	-----	-------

[] H8 AGM Battery (900 CCA/92-amp)	19K	110.00
-------------------------------------	-----	--------

[] Gun Vault (Not Available with (17A) Aux Air Conditioning)	63V	245.00
---	-----	--------

[] 12.1" Integrated Computer Screen • Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area • Includes Audio Video extender (AVX) box, (2) AVX cables, (2) USB cables and (1) HDMI cable • Includes SYNC 3 ®	47E	2745.00
[] Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/White LED side warning lights (driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included. Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66A	895.00
[] Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes: • Front – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector • Rear – (2) Male 4-pin connectors for siren – (5) Female 4-pin connectors for lighting/siren/speaker – (1) 4-pin IP connector for speakers – (1) 4-pin IP connector for siren controller connectivity – (1) 8-pin sealed connector – (1) 14-pin IP connector Note: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	67V	185.00
[] Tail lamp/Police Interceptor Housing Only • Pre-existing holes with standard twist lock sealed capability (does not include LED Strobe lights) (eliminates need to drill housing assemblies) Note: Not available with options: 66B and 67H	86T	60.00
[] Tail Lamp Lighting Solution • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side Warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	66B	430.00
[] Rear Lighting Solution • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C	455.00
[] Ultimate Wiring Package • Rear console mounting plate (85R) – contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear cargo area (overlay) – Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille) – One (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring – supports up to six (6) rear LED lights • Does "not" include LED lights, side connectors or controller – Recommend Police Wire Harness Connector Kit 67V Note: Not available with options: 65U, 67H	67U	560.00

[] Ready for the Road Package All-in Complete Package 67H 3595.00

All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus

- Whelen Cencom Light Controller Head with dimmable backlight
 - Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat)
 - Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails
 - High current pigtail
 - Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head
 - Pre-wiring for grille LED lights, siren and speaker (60A)
 - Rear console plate (85R) – contours through 2nd row; channel for wiring
 - Grille linear LED Lights (Red / Blue) and harness
 - 100-Watt Siren / Speaker
 - Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)
- Note:** Not available with options: 66A, 66B, 66C, 67U and 65U

Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage

[] 5-Year Premium Care Warranty (500 Plus Components Coverage) 2850.00

Total Price \$ _____ ea

☐ If checked, please send copies to requestor.

PATROL

LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

Name:	<u>City of Livonia</u>		
Address:	<u></u>		
City:	<u></u>	State:	<u></u> Zip: <u></u>
Contact:	<u>Rollie Hoskin</u>		
Phone:	<u>734.466.2311</u>		
Email:	<u>rollie.hoskin@livonia</u>		

Date:	<u>8/17/2022</u>
Quote #	<u>081722</u>

State of Michigan		
	2023 Dodge Durango Pursuit AWD	\$37,980.00
22Z	5.7L V8 Hemi	\$2,995.00
PXJ	DB Black	
LNF	Black Left LED Spot Lamps	\$595.00
LNA	Black Right LED Spot Lamps	\$550.00
GXF	Entire Fleet Key (FREQ 1)	\$150.00
CW6	Deactivate Doors/Windows	\$77.00
ADL	Skid Plate Group	\$297.00
Note per contract delivery is available @ \$2.00 per one way mileage.		
By signing here you are agreeing to the purchase agreement for stated vehicle or vehicles X		
Total Cost:		\$42,644.00

Signed Michelle Deacon

Item / Description / Order Number	Cost each	Quantity	Total Cost
SUBTOTAL FROM PRIOR PAGE			\$85,288.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
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			0.00
			0.00
			0.00
			0.00
Subtotal			\$85,288.00
Shipping & Handling (enter in "Cost Each" column)			\$0.00
TOTAL			\$85,288.00

Please contact Computers at x2020 if you have any trouble with this form.

Signed: *Michelle Deacon*

mdeacon@lafontaine.com

Email: rollie.hoskin@livonia

Quote # 113022

Signed *Michelle Deacon*

mdeacon@lafontaine.com

Signed: *Michelle Deacon*

Standard Features - WLJP74-GRAND CHEROKEE LIMITED 4X4		Description
Code		
RHV		10.1" Touchscreen Display
JKV		115V Auxiliary Power Outlet
JJ3		118 MPH Maximum Speed Calibration
JKP		12V Auxiliary Power Outlet
JCE		140 MPH Primary Speedometer
W1F		18" Aluminum Spare Wheel
BAD		180 Amp Alternator
WK4		18X8.0 Fully Painted Aluminum Wheel
DJC		195MM Front Axle
DRH		195MM Rear Axle
NF5		23 Gallon Fuel Tank
TFB		265/60R18 BSW A/S LRR Tires
RS2		2nd Row Dual CHG-Only USB Ports
DLK		3.45 Rear Axle Ratio
ERC		3.6L V6 24V VVT Engine Upg I w/ESS
CDP		4 Way Front Headrests
RTQ		4G LTE Wi-Fi Hot Spot
MWT		4X4 Badge
CYD		5 Passenger Seating
NAS		50 State Emissions
RCJ		6 Premium Speakers
BCZ		650 Amp AGM Battery
DFT		8-Spd Auto 850RE Trans (Make)
RD3		Accent Color Shark Fin Antenna
GAP		Acoustic Laminated Front Door Glass
GAH		Acoustic Laminated Rear Door Glass
GAK		Acoustic Windshield
MDX		Active Grille Shutters
XNW		Active Lane Management System
JLW		Active Noise Control System
NHZ		Adaptive Cruise Control w/Stop & Go
BGG		Advanced Brake Assist
CG3		Advanced Multistage Front Air Bags
HAF		Air Cond ATC w/Dual Zone Control
LCJ		Ambient LED Interior Lighting
XTG		An-Teak/Satin Chrome Int Accents
BRF		Anti-Lock 4-Wheel-Disc Brakes
RFP		Apple CarPlay
LMS		Auto High Beam Headlamp Control
LMG		Automatic Headlamps
BC1		Aux Battery
XAN		Blind Spot and Cross Path Detection
MNK		Body Color Door Handles

Standard Features - WLJP74-GRAND CHEROKEE LIMITED 4X4		Description
Code		
X8X	Brake & Knuckle Parts Module	
XJM	Capless Fuel Fill w/o Discriminator	
*DL	Capri Leather Seats	
CKT	Cargo Tie Down Loops	
X8S	Center Console Parts Module	
JAU	Cluster 10.25" TFT Color Display	
XCT	Coat Hooks	
TBK	Compact Spare Tire	
RTV	Connected Travel & Traffic Services	
RTM	Connectivity - US/Canada	
DSM	Conv Diff Frt Axle w/Disconnect	
DS8	Conventional Differential Rear Axle	
GEG	Deep Tint Privacy Glass	
RFV	Disassociated Touchscreen Display	
MJW	Door Cladding - Mold-In-Color	
X73	Door Glass Module	
X82	Door Parts Module	
X8J	Door Trim Panel Module	
CBH	Door Trim Panel-Vinyl Armrest	
JVG	Driver Seat - Power Adjust 8-Way	
LEQ	Driver Seat Memory	
CGY	Dvr Inflatable Knee-Bolster Air Bag	
XC4	Electric Park Brake	
SBL	Electric Power Steering	
BNB	Electronic Stability Control	
NHA	Engine Oil Cooler	
X94	Exhaust System Module	
LEB	Ext. Mirrors w/Supplemental Signals	
MHU	Exterior Accents-Chrome	
LEM	Exterior Mirrors w/Memory	
X72	Exterior Plastics Module	
X9E	For Details, Visit DriveUconnect.com	
X9H	For More Info, Call 800-643-2112	
BNR	Four Wheel Traction Control	
CLE	Front & Rear Floor Mats	
LBU	Front & Rear LED Map Pockets	
X83	Front End Parts Module	
MBA	Front Fascia Upper A	
X8W	Front Fascias Parts Module	
LNV	Front LED Fog Lamps	
LAX	Front Passenger Seat Belt Alert	
LBG	Front Reading/Map Lamps	
X89	Front Suspension Damper Parts Module	

Standard Features - WLJP74-GRAND CHEROKEE LIMITED 4X4		Description
Code		
X84		Front Suspension Parts Module
JWG		Frt Pass Seat - Power Adjust 8-Way
CUF		Full Length Floor Console
LSU		Full Speed Fwd Collision Warn Plus
RDG		Global Telematics Box Module (TBM)
LE7		Gloss Black Exterior Mirrors
LBC		Glove Box Lamp
RF5		Google Android Auto
JLP		GPS Antenna Input
JLN		GPS Navigation
MVB		Grand Cherokee Badge
Z1A		GVW Rating - 6050#
X8F		Hard Trim Module
RE8		HD Radio
X8Y		Headliner Parts Module
LE1		Heated Exterior Mirrors
JPM		Heated Front Seats
JPZ		Heated Second Row Seats
NHS		Heated Steering Wheel
NEH		Hidden Exhaust Tip-Single
BNG		Hill Start Assist
CWP		Illuminated Cupholders
X81		Instrument Panel Parts Module
RTF		Integrated Center Stack Radio
XR8		Integrated Voice Command w/Bluetooth
CSV		Interior Assist Handles
X8T		Interior Trim Module
MVC		Jeep Badge
LPH		LED CHMSL Lamp
LP2		LED Daytime Running Lamps- Low Beam
LBB		LED Front Footwell Lighting
LPX		LED Reflector Headlamps
LAY		LED Taillamps
LBP		Liftgate Door Puddle Lamps
X77		Liftgate Glass Module
MVA		Limited Badge
X8G		Load Floor Parts Module
MJ5		Lower Rocker Panel Cladding-MIC
LFD		Manual Folding Exterior Mirrors
RSF		Media Hub-2 USB, Full Funct, Aux
MWG		MIC Blk / Bright Roof Rails
TZH		Michelin Brand Tires
MLX		Mold-In-Color Lower Front Fascia

Standard Features - WLJP74-GRAND CHEROKEE LIMITED 4X4		Description
Code		
MLK		Mold-In-Color Lower Rear Fascia
APA		Monotone Paint
SDA		Normal Duty Suspension
XCA		Occupant Classification System
JA8		Off-Road Info Pages
LCP		Overhead Cargo Area Lighting - LED
XH3		ParkSense Rr Park Assist w/Stop
XAC		ParkView Rear Back-up Camera
CHF		Pass Inflatable Knee-Bolster Air Bag
GXD		Passive Entry-Frt Doors, Liftgate
LST		Pedestrian/Cyclist Emergency Braking
JRC		Power Liftgate
GUC		Power Mirrors-Mid
XJ7		Push-Push Fuel Filler Door
GX4		Pushbutton Start
JP3		Pwr Front Windows, 1-Touch, Up & Down
DHY		Quadra-Trac I (R) 4WD System
X76		Quarter Glass Module
XAV		Quick Disconnect Battery Terminal
XFC		R1234YF A/C Refrigerant
BHC		Rain Brake Support
BHD		Ready Alert Braking
CFN		Rear 60/40 Folding Seat
JJM		Rear Cargo Area 12V Power Outlet
MBQ		Rear Fascia Upper A
X8U		Rear Fascias Parts Module
LBH		Rear Reading/Courtesy Lamps
JFB		Rear Seat Reminder Alert
X91		Rear Suspension Damper Parts Module
X85		Rear Suspension Parts Module
GNA		Rear View Day/Night Mirror
XBM		Remote Start System
MXU		Roof - Body Color
LAF		Seat Belt Alert-Driver Seat only
X8Z		Seat Parts Module
MDY		Secondary Active Grille Shutters
LSA		Security Alarm
XAB		Selec-Terrain (TM) System
LA5		Selectable Tire Fill Alert
X9B		SiriusXM Radio Service
RSD		SiriusXM Satellite Radio
RTU		SiriusXM with 360L
JAD		Soft Touch Instrument Panel

Standard Features - WLJP74-GRAND CHEROKEE LIMITED 4X4		Description
Code		
NHM		Speed Control
JPH		Speed Sensitive Power Locks
XG8		Sport Mode
NMB		Standard Duty Engine Cooling
X8P		Steering Column Cover Parts Module
RDZ		Steering Wheel Mounted Audio Ctrls
XBQ		Steering Wheel Mounted Shift Control
XHZ		Stop-Start Dual Battery System
GNC		Sun Visors w/Illum Vanity Mirrors
CJ2		Supp. Side Curtain Frt/Rr Air Bags
CJ1		Supplemental Frt Seat Side Air Bags
SCJ		TechnoLeather Steering Wheel
SUD		Tilt/Telescope Steering Column
X88		Tire & Wheel Parts Module
XGM		Tire Pressure Monitoring Display
BNT		Trailer Sway Damping
NHQ		Transmission Heater
UBN		Uconnect 5 Nav w 10.1" Display (USA)
XXN		Underbody Aerodynamic Treatment
XGD		Universal Garage Door Opener
MAG		Upper Grille Texture-A
RF7		USB Host Flip
MMJ		Wheel Flares - Mold-In-Color
X8M		Windshield Module
X74		Wiring Harnesses Module

LaFontaine Automotive Group
4000 W Highland Rd
Highland, MI 48357
248-714-1071-Office
517-795-9834-Cell

kmartin@lafontaine.com

QUOTATION

Name: Livonia Police Department
Address: 15050 Farmington Rd
City: Livonia State: MI Zip: 48154
Contact: Lt. Steven Petsch
Phone: 734-466-2343
Email: Steven.petsch@livoniapd.com

Date: 12/20/2022

Quote: TNL26

TNL26	2023 GMC Acadia SLT AWD	\$45,485.00
G5C	Light Stone Metallic	
HYB	Cocoa/Light Ash Gray Premium Cloth Seat Trim	
LGX	3.6L V6, SIDI, DOHC Engine	
ZQ2	Driver Convenience Package	
	GM Municipal Discount	-\$4,800.00
	State of Michigan Title	\$15.00
	Note per contract delivery is available @ \$2.00 per one way mileage.	
Total Cost:		\$40,700.00

Signed: Kim Martin

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$36,390.00

Number of units 1

Total Bid Amount \$36,390.00

Vehicle Description:

Year 2023

Make Chevrolet

Model Traverse 3LT

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

Livonia

Price includes title fee and delivery
Pricing based off the State of Michigan
MIDEAL Contact # 071-B7700177

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 1/11/2023



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
1NW56	2023 Chevrolet Traverse AWD 4dr LT Leather

COLORS

CODE	DESCRIPTION
GB8	Mosaic Black Metallic (Available with (WBL) Redline Edition.)

OPTIONS

CODE	DESCRIPTION
00V	Not Equipped with Driver and Front Passenger Heated Seats see dealer for details. (Beginning with start of production, vehicles will be forced to include (00V) Not Equipped with Driver and Front Passenger Heated Seats, which removes driver and front passenger heated seats. Vehicles equipped with (00V) Not Equipped with Driver and Front Passenger Heated Seats will be eligible for later dealer retrofit to enable functionality. See the window label for the features on a specific vehicle.) *CREDIT*
3LT	LT Leather Preferred Equipment Group Includes Standard Equipment
ABE	Seating, 7-passenger (2-2-3 seating configuration) (STD)
AR9	Seats, front bucket (STD)
CTT	Hitch Guidance, trailering assist guideline (Included and only available with (V92) Trailering Package.)
FE9	Emissions, Federal requirements
GB8	Mosaic Black Metallic (Available with (WBL) Redline Edition.)
H0Y	Jet Black, Leather-appointed seat trim (Required when (WJU) Midnight/Sport Edition or (ABC) 8-passenger seating is ordered.)
IOS	Audio system, Chevrolet Infotainment 3 Plus system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period (STD)
LFY	Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
M3V	Transmission, 9-speed automatic (STD)
PDH	LPO, Interior Protection Package includes (VAV) first and second row all-weather floor mats, LPO, (VKN) third row all-weather floor mats, LPO and (VLI) all-weather cargo mat (Not available with (PDU) Premium Carpet Mat Package, LPO or (PDF) Floor Liner Package, LPO.
PDY	LPO, Roadside Safety Package includes (RYT) First Aid Kit, LPO and (S08) Highway Safety Kit, LPO
PZ8	Hitch Guidance with Hitch View (Included and only available with (V92) Trailering Package.)
PZW	Wheels, 18-inch (45.7 cm) Bright Silver-painted aluminum (STD)

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Data Version: 18412. Data Updated: Jan 9, 2023 6:46:00 PM PST.



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 ( Complete)

OPTIONS

CODE	DESCRIPTION
QO5	Tires, P255/65R18 all-season blackwall (STD)
RYT	LPO, First Aid Kit includes bowtie logo on case (Included and only available with (PDY) Roadside Safety Package, LPO.)
S08	LPO, Highway Safety Kit includes bowtie logo on case (Included and only available with (PDY) Roadside Safety Package, LPO.)
V08	Cooling system, heavy-duty (Included and only available with (V92) Trailering Package.)
V92	Trailering equipment includes (V08) heavy-duty cooling system, trailer hitch and (CTT) trailering assist guidelines (Includes (PZ8) Hitch Guidance with Hitch View.)
VAV	LPO, All-weather floor mats, first and second row (Included and only available with (PDH) Interior Protection Package, LPO.)
VKN	LPO, All-weather floor mats, third row (Included and only available with (PDH) Interior Protection Package, LPO.)
VLI	LPO, All-weather cargo mat (Included and only available with (PDH) Interior Protection Package, LPO.)
Options Total	

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2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 (Complete)

Standard Equipment

Package

- Convenience and Driver Confidence Package includes (IOS) Chevrolet Infotainment 3 Plus system with 8" diagonal HD color touchscreen, (UDD) multi-color Driver Information Center display, (KA1) heated front seats, (UG1) Universal Home Remote, (BTV) Remote Start and (TB5) rear power liftgate ((IOS) Chevrolet Infotainment 3 Plus system with 8" diagonal HD color touchscreen replaced with (IOU) Chevrolet Infotainment 3 Plus system with connected Navigation and 8" diagonal HD color touchscreen when (CXH) LT Premium Package is ordered. Beginning with start of production, vehicles will be forced to include (00V) Not Equipped with Heated Driver and Front Passenger Seats, which removes Heated Driver and Front Passenger Seats. Vehicles equipped with (00V) Not Equipped with Driver and Front Passenger Heated Seats will be eligible for later dealer retrofit to enable functionality, see dealer for details.)
- Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
- Base 3LT Leather Package (Not available with (CXH) LT Premium Package.)

Mechanical

- Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
- Transmission, 9-speed automatic (STD)
- E10 Fuel capable
- Engine control, stop-start system
- Engine control, stop-start system override
- Driver Mode Selector
- Axle, 3.49 final drive ratio
- Chassis, All-Wheel Drive System (Requires AWD models.)
- Battery, heavy-duty 600 cold-cranking amps
- Alternator, 170 amps
- GVWR, 6160 lbs. (2800 kg)
- Suspension, Ride and Handling
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear
- Electric Parking Brake
- Capless fuel fill
- Exhaust, dual-outlet with circular bright tips
- Tool kit, road emergency

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 (✔ Complete)

Exterior

- Wheels, 18-inch (45.7 cm) Bright Silver-painted aluminum (STD)
- Tires, P255/65R18 all-season blackwall (STD)
- Wheel, spare, 18" (45.7 cm) steel
- Tire, compact spare, T135/70R18, blackwall
- Roof rails, Black
- Active Aero Shutters, upper and lower
- Moldings, Black bodyside
- Headlamps, LED
- IntelliBeam, auto high beam control
- Headlamps, automatic on/off
- Taillamps, LED
- Mirror caps, body-color
- Mirrors, outside heated, power-adjustable manual-folding, body-color, with turn signal indicators
- Glass, deep-tinted
- Wipers, front intermittent with washers
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate, rear power

Entertainment

- Audio system, Chevrolet Infotainment 3 Plus system 8" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period (STD)
- Audio system feature, 6-speaker system
- SiriusXM Radio

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Data Version: 18412. Data Updated: Jan 9, 2023 6:46:00 PM PST.



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 (Complete)

Entertainment

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Wireless Apple CarPlay/Wireless Android Auto

Active Noise Cancellation

Interior

Seats, front bucket (STD)

Seating, 7-passenger (2-2-3 seating configuration) (STD)

Seat trim, leather-appointed

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, power driver lumbar control

Seat adjuster, power passenger lumbar control

Seats, heated driver and front passenger (Beginning with start of production, vehicles will be forced to include (00V) Not Equipped with Driver and Front Passenger Heated Seats, which removes driver and front driver heated seats. Vehicles equipped with (00V) Not Equipped with Driver and Front Passenger Heated Seats will be eligible for later dealer retrofit to enable functionality, see dealer for details.)

Seats, third row 60/40 split-bench, manual-folding

Head restraints, front, 2-way adjustable

Head restraints, second and third row outboard, 2-way manual-folding

Console, front center with 2 cup holders, covered storage bin with storage and removable tray

Floor mats, color-keyed all rows (Deleted when LPO floor mats or LPO floor liners are ordered.)

Steering wheel, wrapped

Steering wheel, heated

Steering column, tilt

Steering wheel controls, mounted controls for audio, phone and cruise

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Data Version: 18412. Data Updated: Jan 9, 2023 6:46:00 PM PST.



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 (Complete)

Interior

- Display, 4.2" diagonal driver instrument information, enhanced, multi-color
- Compass display, digital
- Windows, power with driver Express Up/Down and front passenger Express-Down
- Door locks, power programmable with lockout protection
- Keyless Open includes extended range Remote Keyless Entry with lock/unlock feature
- Remote Start
- Keyless Start
- Universal Home Remote includes garage door opener, programmable
- Vehicle health management
- Cruise control, electronic with set and resume speed
- Remote panic alarm
- Theft-deterrent system, electrical, unauthorized entry
- Wireless Phone Charging
- USB ports 2 first row, 2 second row, 2 third row
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Sensor, humidity and windshield temperature
- Defogger, rear-window electric
- Heater ducts, 2nd row
- Cup holders, 10 total
- Umbrella holders, driver and front passenger doors
- Mirror, inside rearview manual day/night
- Visors, driver and passenger illuminated vanity mirrors, covered
- Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate-activated switches and illuminated entry and exit feature
- Cargo storage, bin under rear floor
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- StabiliTrak, stability control system with traction control

Safety-Exterior

- Daytime Running Lamps, LED

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 (✓ Complete)

Safety-Interior

Airbags, dual-stage frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and roof-rail side-impact for all rows in outboard seating positions (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child presence detector (Always use seat belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Vision Camera

Rear Park Assist with audible warning (Beginning with start of production through July 25, 2022, certain vehicles will be forced to include (00Y) Not Equipped with Rear Park Assist, which removes Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle. Beginning October 17, 2022, certain vehicles will be forced to include (060) Not Equipped with Rear Park Assist, which removes Rear Park Assist. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)

Lane Change Alert with Side Blind Zone Alert

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Automatic Emergency Braking

Rear Cross Traffic Alert

Front Pedestrian Braking

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

Door locks, rear child security

Rear Seat Reminder

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Traverse (1NW56) AWD 4dr LT Leather LIVONIA 1 ( Complete)

Safety-Interior

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Data Version: 18412. Data Updated: Jan 9, 2023 6:46:00 PM PST.

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$22,344.00

Vehicle Description:

Number of units 1

Year 2023

Total Bid Amount \$22,344.00

Make Chevrolet

Model Malibu LT

Vendor:

Berger Chevrolet Inc.

Bid Prepared For :

Livonia

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Price includes title fee and delivery

Pricing based off the State of Michigan

Fax (616) 988-9178

MIDEAL Contact # 071-B7700177

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 1/12/2023



Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT LIVONIA (Complete)

Selected Model and Options

MODEL

CODE	MODEL
1ZD69	2023 Chevrolet Malibu 4dr Sdn 1LT

COLORS

CODE	DESCRIPTION
GXD	Sterling Gray Metallic

OPTIONS

CODE	DESCRIPTION
1LT	1LT Preferred Equipment Group includes standard equipment
A51	Seats, front bucket (STD)
FE9	Emissions, Federal requirements
GXD	Sterling Gray Metallic
H1T	Jet Black, Premium cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)
MRG	Transmission, Continuously Variable (CVT) (STD)
RA9	Tires, P225/55R17 all-season, blackwall (STD)
RIA	LPO, All-weather floor liners, front and rear (Available in Dark Atmosphere and Jet Black which is determined by interior trim color. Not available with PDH or VAV. Included with (PCH) Floor Liner Package, LPO.
RSE	Wheels, 17" (43.2 cm) aluminum (STD)

Options Total

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT LIVONIA (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (TQ5) IntelliBeam, (UHY) Automatic Emergency Braking and (UKJ) Front Pedestrian Braking

Mechanical

Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)

Transmission, Continuously Variable (CVT) (STD)

Engine control, stop-start system

Axle, 5.10 final drive ratio

Front wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link, independent

Brakes, 4-wheel antilock, 4-wheel disc

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, electronic

Fueling system, capless

Fuel door, push open

Tool kit, road emergency

Exterior

Wheels, 17" (43.2 cm) aluminum (STD)

Wheel, spare, 16" (40.6 cm) steel

Tire, compact spare, T125/80R16

Headlamp control, automatic on and off

Headlamps, halogen

IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)

Glass, acoustic, laminated, windshield

Mirrors, outside heated power-adjustable, body-color, manual-folding

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT LIVONIA (✔ Complete)

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Audio system feature, 6-speaker system

Display, 8" diagonal LCD touch screen

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Antenna, body-color

Interior

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seats, heated driver and front passenger

Seat adjuster, 8-way power driver

Seat adjuster, front passenger 6-way manual

Seat adjuster, power driver lumbar control

Seat, rear 60/40 split-folding

Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Steering wheel, 3-spoke

Steering column, tilt and telescopic

Steering wheel controls, mounted controls for audio, phone and cruise

Driver Information Center, monochromatic display

Temperature display, outside

Warning indicator, front passenger seat belt

Window, power with driver Express-Up/Down

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2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT LIVONIA ( Complete)

Interior

Windows, power with Express-Down on all

Door locks, power programmable

Keyless Start

Keyless Open, front doors includes extended range Remote Keyless Entry

Remote vehicle starter system

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, content theft alarm

Power outlet, auxiliary, 12-volt

Air conditioning, dual-zone automatic climate control

Vent, rear console

Air filter, cabin

Defogger, rear-window, electric

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, covered

Assist handle, front passenger

Lighting, interior overhead courtesy lamp, dual reading lamps and illuminated trunk area

Lighting, interior, rear reading lamps, switchable

Rear seat armrest with cup holders

Map pocket, front passenger seatback

Trunk cargo anchors

Safety-Mechanical

StabiliTrak, stability control system with brake assist includes Traction Control

Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)

Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)

Braking control, ECM grade

Safety-Exterior

Daytime Running Lamps, LED, separate

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Berger Chevrolet

Robert Evans | 616-575-9629 | bevans@bergerchevy.com

2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT LIVONIA (Complete)

Safety-Interior

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)

Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)

Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)

Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Door locks, rear child security

Trunk latch, safety, manual release

Tire Pressure Monitor System

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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2023 Chevrolet Malibu (1ZD69) 4dr Sdn 1LT LIVONIA ( Complete)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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LaFontaine Automotive Group
4000 W Highland Rd
Highland, MI 48357
248-714-1071-Office
517-795-9834-Cell

kmartin@lafontaine.com

QUOTATION

Name: Livonia Police Department
Address: 15050 Farmington Rd
City: Livonia State: MI Zip: 48154
Contact: Lt. Steven Petsch
Phone: 734-466-2343
Email: Steven.petsch@livoniapd.com

Date: 12/20/2022
Quote: TNL26

TNL26	2023 GMC Acadia SLT AWD	\$45,485.00
G5C	Light Stone Metallic	
HYB	Cocoa/Light Ash Gray Premium Cloth Seat Trim	
LGX	3.6L V6, SIDI, DOHC Engine	
ZQ2	Driver Convenience Package	
	GM Municipal Discount	-\$4,800.00
	State of Michigan Title	\$15.00
	Note per contract delivery is available @ \$2.00 per one way mileage.	
Total Cost:		\$40,700.00

Signed: Kim Martin

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

6. REQUEST TO APPROVE HOURLY RATE INCREASE: Civil Service Department, re: for the classification of Police Reserve Officer.

Jeannine Laible, Human Resource Director, presented the request to Council.

Councilmember Donovic asked how many Reserve Officers we have and if the rate increase will help us to hire more Officers.

Chief Goralski said we currently have 41 but he hopes to increase it to 45. He feels the rate increase will help to hire and retain Reserve Officers.

Councilmember McIntyre indicated she feels the increase is in order.

Councilmember McIntyre offered an approving resolution for the Consent agenda.

Councilmember McCullough asked if this rate is comparable to other cities and if it should be higher than the current request. Jeannine Laible said we are still on the low side, but we do work to stay competitive and will reevaluate the market again after this increase.

Councilmember Morgan asked what other communities have Reserve Officers that are utilized like ours and how we arrived at these figures. He feels this amount is too low for someone with the responsibilities that our Reserve Officers do.

Jeannine Laible said other communities use volunteers or have officers that are paid more. She indicated Livonia staffs the position and utilizes them more than many surrounding communities.

Councilmember Donovic asked what our Crossing Guards get paid right now. Jeannine Laible indicated they are paid \$15 per hour as well.

President Jolly thanked our Reserve Offices for the job they do.

Councilmember McIntyre said our Reserve Officers also oversee our CERT Program.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Civil Service
January 19, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

REQUEST TO APPROVE HOURLY RATE INCREASE: Civil Service Department, re: for the classification of Police Reserve Officer.

BACKGROUND

January 19, 2023

Honorable Members of City Council
City of Livonia

Subject: Request for Modification in Wages for the Police Reserve Officer Classification

Dear Council Members:

At the Civil Service Commission meeting of January 18, 2023, with Chairperson Charlotte S. Mahoney, Commissioner James Wenson and Commissioner Roger Spence being present, with minutes to be approved on February 15, 2023, the Civil Service Commission approved the following resolution:

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

23-21 RESOLVED, that having reviewed the letter from Eric Marcotte, Police Captain, on behalf of Chief Thomas Goralski, dated January 10, 2023, requesting a modification in wages for the Police Reserve Officer classification, the Civil Service Commission does hereby approve the request for the modification in wages for the Police Reserve Officer classification. The Civil Service Commission submits the same to City Council for their review and consideration.

Attached is a copy of Captain Marcotte's letter for your review.

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

Thank you for your consideration.

Sincerely,

Jeannine Laible

Human Resources Director

RECOMMENDATION

Approve as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. Packet to Council transmitting Modification in Wage Rate for the Police Reserve Officer Classification

APPROVED BY



Jeannine Laible, Human Resources Director

Date: January 19, 2023



Michael Slater, Finance Director

Date: January 19, 2023



Paul Bernier, City Attorney

Date: January 19, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

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



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

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

January 19, 2023

Honorable Members of City Council
City of Livonia

Subject: Request for Modification in Wages for the Police Reserve Officer Classification

Dear Council Members:

At the Civil Service Commission meeting of January 18, 2023, with Chairperson Charlotte S. Mahoney, Commissioner James Wenson and Commissioner Roger Spence being present, with minutes to be approved on February 15, 2023, the Civil Service Commission approved the following resolution:

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Attached is a copy of Captain Marcotte's letter for your review.

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

Thank you for your consideration.

Sincerely,

Jeannine Laible
Human Resources Director

je

MEMORANDUM

TO: Jeannine Laible, Human Resources Director
FROM: Elizabeth Hallack, PHR, Personnel Analyst II *EH*
DATE: January 10, 2023
SUBJECT: **Request to Modify Police Reserve Officer Wages**

In correspondence dated January 10, 2023, Captain Eric Marcotte, on behalf of Chief Thomas Goralski, requests that the Civil Service Commission approve the hourly wage increase for the Police Reserve Officer classification from \$12.50 per hour to \$15.00 per hour. The hourly rate for Police Reserve Officers was last adjusted in February 2018 when it was increased from \$10.00 per hour to the current \$12.50 per hour.

Reserve Officers are exposed to many of the same risks as our full-time Officers and receive extensive training throughout their employment. This request is to stay competitive with the current labor market and the wages of our other temporary classifications (see attached.) When outside entities utilize our Reserve Officer services, they are charged \$15.00 per hour.

This request was reviewed and approved by the Personnel Review Committee and Mayor Brosnan. Per the City of Livonia Charter, CHAPTER V, EXECUTIVE DIVISION, Section 16(b)(1) Powers and Duties of the Commission, the Civil Service Commission is given the authority to "establish and administer..., a schedule of compensation..."

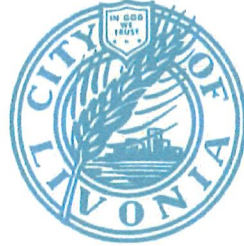
Therefore, it is recommended that the proposed wage rate increase for the Police Reserve Officer classification be considered for adoption and the effective date would be upon Council approval.

COMMENTS FROM THE HUMAN RESOURCES DIRECTOR:

*Concur
Jeannine Laible*

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

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

January 10, 2023

Civil Service Commission
City of Livonia

RE: Request for increase in wages for Reserve Police

Dear Commissioners,

As approved by the Personnel Review Committee, I am requesting to modify the wages of Police Reserve Officers. The new hourly wage has been approved to be increased from \$12.50 to \$15.00 per hour. The City currently charges \$15.00 per hour to entities that utilize our Reserve Officer services. Reserves are an invaluable part of our workforce, assisting in covering special details and events city-wide. Without the assistance from our Reserve Officers, many of these events would be impossible to properly staff. Our Reserve Officers are exposed to many of the same risks as our regular Police Officers. They wear the same uniform and carry the same weapon and equipment on their duty belt. They are required to qualify with their pistol quarterly and receive extensive training in multiple areas.

Thank you for your consideration in this matter. If you have any questions, please contact me at ext. 2306.

Sincerely,
On behalf of Chief Thomas Goralski

A handwritten signature in blue ink, reading "Capt. Eric Marcotte".

Captain Eric Marcotte
Livonia Division of Police

Cc
File
Community Service
Computers

TEMPORARY CLASSIFICATIONS

1.10.23

<u>CLASSIFICATION</u>		Jan. 1, 2022	Jan. 1, 2023	Jan. 1, 2024
COLLEGE CO-OP	1ST YEAR	\$10.35	\$10.35	\$10.35
	2ND YEAR	\$10.85	\$10.85	\$10.85
CROSSING GUARD	FLAT RATE	\$15.00	\$15.00	\$15.00
Rate increase in the Jan 1, 2022, column is effective 8/22/22 (CR#260-22)				
HIGHSCHOOL CO-OP	1ST YEAR	\$10.10	\$10.10	\$10.10
	2ND YEAR	\$10.35	\$10.35	\$10.35
LIBRARY PAGE	1ST YEAR	\$11.00	\$11.00	\$11.00
Rate increase in the Jan 1, 2022, column is effective 9/27/22 (CR#287-22)	2ND YEAR	\$11.75	\$11.75	\$11.75
	3RD YEAR	\$12.75	\$12.75	\$12.75
POLICE RESERVE OFFICER	FLAT RATE	\$12.50	\$12.50	\$12.50
SEASONAL CLERK	1ST YEAR	\$10.35	\$10.35	\$10.35
	2ND YEAR	\$10.85	\$10.85	\$10.85
SEASONAL LABORER	FLAT RATE	\$15.00	\$15.00	\$15.00
Rate increase in the Jan 1, 2022, column is effective 7/2/22 (CR#195-22)				
STUDENT PAGE	1ST YEAR	\$11.00	\$11.00	\$11.00
Rate increase in the Jan 1, 2022, column is effective 9/27/22 (CR#287-22)	2ND YEAR	\$11.75	\$11.75	\$11.75
	3RD YEAR	\$12.75	\$12.75	\$12.75
SUBSTITUTE LIBRARIAN	FLAT RATE	\$12.00	\$12.00	\$12.00
Pre-Master's Degree (20 hours)	100 HOURS	\$13.00	\$13.00	\$13.00
SUBSTITUTE LIBRARIAN (MLIS)*	FLAT RATE	\$20.00	\$20.00	\$20.00
*Rate increase in the Jan 1, 2021 column is effective 9/11/21 (CR#271-21)	100 HOURS	\$22.00	\$22.00	\$22.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

7. REQUEST TO APPROVE CITY OF LIVONIA AFSCME UNION LOCAL 1917 CONTRACT AGREEMENT FOR THE PERIOD DECEMBER 1, 2022, THROUGH NOVEMBER 30, 2025, Civil Service Department, re: same.

Jeannine Laible, Human Resource Director, presented the request to Council.

Councilmember Morgan offered an approving resolution for the Consent agenda.

Councilmember Bahr asked for explanation of the stand-by procedure listed in the contract.

Jeannine Laible explained this is a person the police department would contact to dispatch the correct department personnel in the event of an after-hour need.

Councilmember Bahr asked if “memorialize the current stand-by procedures” means it is something we already do but it’s not part of the contract.

Jeannine Laible said yes, we are trying to make it a standard part of the contract as well as increase the wage.

Councilmember Bahr asked about the option for alternative work schedules, specifically four-day work weeks and if we would still have people available five days a week.

Jeannine Laible said that is correct.

Councilmember Bahr asked about going to an optional insurance plan rather than the reimbursement plan for dental and optical expenses mentioned in the contract and how that might pertain to Council members.

Jeannine Laible explained that we will continue with the current reimbursement plan for one more year and then will transition to a group dental and optical plan.

Councilmember McIntyre asked if combining paid time off banks is happening in the world of represented employees.

Jeannine Laible said it is not being considered at this time.

Councilmember McIntyre voiced her concerns about allowing people to take a buyout of their sick time when they leave.

Jeannine Laible said employees hired prior to 2011 get sick time paid out directly, but after 2011 it goes into the retirement plan health savings account. There is also another provision to help maintain attendance, so people don't use accumulated sick time before they leave.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Civil Service
January 19, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

REQUEST TO APPROVE CITY OF LIVONIA AFSCME UNION LOCAL 1917 CONTRACT AGREEMENT FOR THE PERIOD DECEMBER 1, 2022, THROUGH NOVEMBER 30, 2025, Civil Service Department, re: same.

BACKGROUND

January 19, 2023

Honorable Members of City Council
City of Livonia

Subject: AFSCME Local 1917 Union Tentative Agreement for the Period December 1, 2022, through November 1, 2025

Dear Council Members:

At the Civil Service Commission meeting of January 18, 2023, with Chairperson Charlotte S. Mahoney, Commissioner James Wenson and Commissioner Roger Spence being present, with minutes to be approved on February 15, 2023, the Civil Service Commission approved the following resolution:

Upon a motion by Mr. Spence seconded by Mr. Wenson, and unanimously adopted, it was

#23-24 RESOLVED, that having reviewed the letter dated January 12, 2023, from Jeannine Laible, Human Resources Director, transmitting the Tentative Agreement between the City of Livonia and the AFSCME Local 1917 Union for the period of December 1, 2022, through November 30, 2025, the Civil Service Commission does hereby approve the Tentative Agreement, and submits same to City Council for their review and consideration.

Attached is a copy of my letter and the Tentative Agreement for your review.

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

Thank you for your consideration.

Sincerely,

Jeannine Laible
Human Resources Director

RECOMMENDATION

Approve as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. Packet to Council Transmitting AFSCME Local 1917 Union Tentative Agreement for the Period December 1, 2022, through November 1, 2025

APPROVED BY



Jeannine Laible, Human Resources Director

Date: January 19, 2023



Michael Slater, Finance Director

Date: January 19, 2023



Paul Bernier, City Attorney

Date: January 19, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

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



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

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

January 19, 2023

Honorable Members of City Council
City of Livonia

Subject: AFSCME Local 1917 Union Tentative Agreement for the Period December 1,
2022, through November 1, 2025

Dear Council Members:

At the Civil Service Commission meeting of January 18, 2023, with Chairperson Charlotte S. Mahoney, Commissioner James Wenson and Commissioner Roger Spence being present, with minutes to be approved on February 15, 2023, the Civil Service Commission approved the following resolution:

Upon a motion by Mr. Spence seconded by Mr. Wenson, and unanimously adopted, it was

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Attached is a copy of my letter and the Tentative Agreement for your review.

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

Thank you for your consideration.

Sincerely, .

A handwritten signature in black ink that reads "Jeannine Laible". The signature is fluid and cursive, with the first name "Jeannine" being larger and more prominent than the last name "Laible".

Jeannine Laible
Human Resources Director

je
cc: File

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

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



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

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

January 12, 2023

Honorable Members, City Council
Honorable Members, Civil Service Commission
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Re: City of Livonia and AFSCME Union Council 25, Local 1917

Dear City Council and Civil Service Commission Members:

I am pleased to advise you that on January 11, 2023, City and AFSCME Local 1917 Union representatives reached a tentative agreement on a three-year contract that is effective from December 1, 2022, through November 30, 2025. AFSCME Local 1917 members are currently in the process of voting on the tentative agreement and should have the results by January 17, 2023. Assuming AFSCME Local 1917 votes to ratify the tentative agreement, all that is needed for formal ratification is Civil Service Commission and City Council approval.

The following is a summary of the key components of the Agreement:

1. A three-year agreement from December 1, 2022, to November 30, 2025.
2. For employees hired on or after September 8, 2011, increase sick leave accumulation from six hours per completed month of service (72 hours per year) to eight hours per completed month of service (96 hours per year), thus eliminating the tiered system for sick leave accrual.
3. Modification to the sick leave payout pay structure from a set 60% payout to a tiered system and add a \$6,000 bonus for the largest sick leave accrual banks. These changes are consistent with other collective bargaining agreements in the City. The payout percentage reductions at the lowest and middle tier benefit the City while the tiered system and bonus reward employees who accrue their sick leave enough to reach the top tier.
4. Increase bereavement leave to five days instead of four days for the death of an immediate family member.
5. Memorialize the current stand-by procedure into the collective bargaining agreement and increase the weekly amount from \$450/week to \$600/week.

6. Increase the maximum accrual of compensatory time from 100 hours to 120 hours. Allow employees to request a payout of accrued compensatory time once a year in October.
7. Add Martin Luther King, Jr. Day as a paid holiday.
8. Increase vacation accrual by an additional hour, from seven to eight hours per month, for employees in the first 5 years of service.
9. Increase the City's contribution to employees' RHSP accounts from \$80 per bi-weekly pay period to \$90 per bi-weekly pay period effective on the date of ratification, and \$45 per week for part-time employees.
10. Transition to a group program (i.e. optional insurance plan) for dental and optical coverage instead of a reimbursement system effective March 1, 2024. Employees electing to participate will be responsible for payroll contributions. The transition from the reimbursement system will greatly reduce the amount of administrative resources necessary to administer this benefit.
11. Increase in Personal Business paid days off from two days per year to three days per year.
12. Increase the City's contribution to the 401(a) Defined Contribution plan for employees hired on or after March 17, 1997, to 12% (an increase of 1%).
13. Increase the salaries of all bargaining unit members as follows:

Effective December 1, 2022:	2% increase (Not Retroactive)
Effective December 1, 2023:	3% increase
Effective December 1, 2024:	2.5% increase
14. Reduce the wage differential provision from 15% to 10%.
15. Implement a rate adjustment for the Building Maintenance Foreman, Equipment Maintenance Foreman, Roads Foreman, Parks Foreman, Custodial Foreman, Forestry Foreman, Meter Foreman, Sewer Foreman, Sign Foreman, Water Foreman, and Project Foreman classifications.

The changes to the Foreman positions agreed to were to recognize the advanced technical skills and market demands of the positions impacted.

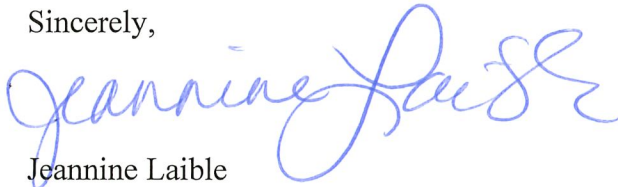
Please see attached proposed wage schedules.

16. Increase the reimbursement allowance maximum from \$150 to \$200 for repair or replacement of eyeglasses that are damaged in the course of employment.

17. Add a reimbursement allowance of up to \$200 for repair or replacement of employee-owned mobile telephones that are damaged in the course of employment.
18. Replace "Foreman" in the classification titles with "Supervisor." The Foreman classifications were the last remaining classifications within the City that were gender-specific.
19. Implement the option for alternative work schedules on a 3-year trial basis. For example, some departments may change to a 10 hour / 4-day work week. Any schedule changes will be subject to operational needs of the department, and each department will be functioning to provide City services without interruption. Employees may submit a request, subject to approval, to opt-out of the alternative work schedule.
20. Upon ratification, provide a \$500 signing bonus to any employee who did not receive a wage adjustment.

The above summary does not capture every detail of the parties' Agreement but should function as a list of the highlights. If there are any questions regarding the details, please don't hesitate to contact me.

Sincerely,



Jeannine Laible
Human Resources Director

BA
per

MS JF

AKF 1-11-23 Ed 1-11-23

WCS 1/11/23

1-11-23

**Negotiations
between
The City of Livonia
and**

AFSCME Council 25, Local 1917

TENTATIVE AGREEMENT – January 11, 2023

1. Duration – 3 years effective from December 1, 2022 through November 30, 2025.
2. Article 20, Sick Leave – Modify Section A as follows:

A. Regular full-time Employees ~~hired prior to September 8, 2011~~ shall accumulate sick leave at the rate of ~~one working day~~ eight hours for each completed month of service. ~~Regular full-time Employees hired on or after September 8, 2011 shall accumulate sick leave at the rate of six hours per month for each completed month of service.~~ An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The accumulated sick leave will be paid in cash to the employee in the event of termination of active employment for any reason after ten (10) years of service, retirement, duty disability retirement, or in the case of death to the employee's beneficiary or estate, subject to the maximum accumulation provided, based upon the employee's rate of pay at time of termination. Payment will be made in the following manner:

1. Employees hired prior to September 8, 2011, may accumulate sick leave to a maximum of 100 days for payout purposes. The employee will be reimbursed at sixty percent (60%) of his/her pay rate at the time of such payment. Employees may continue to accumulate sick leave beyond the 100-day maximum; however, these days shall not be considered for payout purposes as specified herein.

Effective for employees who separate from employment following [Date of Ratification] for employees hired prior to September 8, 2011, payments will be made in the following manner:

Upon termination from the City, accumulated sick leave up to a maximum of 150 days shall be paid out upon termination to Employees as follows:

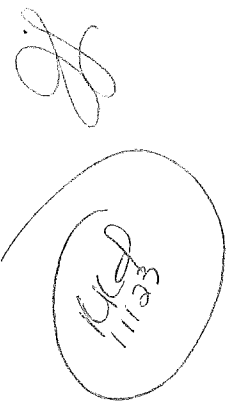
- a. The first 400 hours (hours 1 to 400) in the Employee's sick leave bank shall be paid based upon 25% of the Employee's hourly rate at the time of termination.

- b. The next 400 hours (hours 401 to 800) in the Employee's sick leave bank shall be paid based upon 50% of the Employee's hourly rate at the time of termination.
- c. The next 400 hours (hours 801-1200) in the Employee's sick leave bank shall be paid based upon 70% of the Employee's hourly rate at the time of termination.
- d. Employees who have over 1600 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections a.-c., above, receive a bonus of \$6,000.

2. Employees hired on or after September 8, 2011, may accumulate sick leave to a maximum of seventy-five (75) days for payout purposes. The employee will be reimbursed at sixty percent (60%) of his/her pay rate at the time of such payment, which will be paid into the employee's RHSP account. Employees may continue to accumulate sick leave beyond the seventy-five (75) day maximum; however, these days shall not be considered for payout purposes as specified herein.

Effective for employees who separate from employment following [Date of Ratification] for employees hired on or after September 8, 2011, payments will be made in the following manner:

Upon termination from the City, accumulated sick leave up to a maximum of 114 days shall be paid out upon termination to Employees as follows:

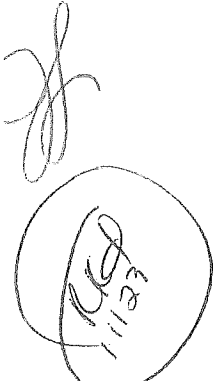
- 
- a. The first 304 hours (hours 1 to 304) in the Employee's sick leave bank shall be paid based upon 25% of the Employee's hourly rate at the time of termination.
 - b. The next 304 hours (hours 305 to 608) in the Employee's sick leave bank shall be paid based upon 50% of the Employee's hourly rate at the time of termination.
 - c. The next 304 hours (hours 609 -912) in the Employee's sick leave bank shall be paid based upon 70% of the Employee's hourly rate at the time of termination.
 - d. Employees who have over 1600 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections a.-c., above, receive a bonus of \$6,000 to be paid into the employee's RHSP.

3. For employees who participate in the City's RHSP, accrued sick leave paid at termination shall be paid into the employee's RHSP account.

3. Article 21, Bereavement Leave – Modify Section A as follows:

A. An Employee shall be allowed up to 10 working days as bereavement leave days with pay, not to be deducted from sick leave, in the event of death of the spouse, children, stepchildren or grandchildren. An Employee shall be allowed up to five ~~four~~ working days as bereavement leave days, not to be deducted from sick leave, for a death in the immediate family, subject to the approval by the department or division head. Immediate family is defined as follows: Mother, Father, Sister, Brother, Stepmother, Stepfather, Sister-in-Law, Brother-in-Law, Sons-in-Law, Daughters-in-Law, Grandparents of the Employee, Mother-in-Law, Father-in-Law, or a member of the Employee's Household.

4. Article 24, Working Hours – Add a new Section G to read:



G. 1. An employee on stand-by shall receive Four Hundred and Fifty Dollars (\$450.00) stand-by pay per week in addition to the employee's other wages and shall be available for emergency call-in on a 24 hour per day basis for the entire week of on-call status. Effective [Date of Ratification], the weekly stand-by pay shall be increased to Six Hundred Dollars (\$600.00). The stand-by schedule will be prepared by Local 1917 with such schedule subject to final approval of the Director of Public Works. The stand-by schedule shall include any Local 1917 employees and any unrepresented employees who are qualified and who elect to participate. Stand-by picks will be done twice per year in six-month intervals, and will be for one week at a time in order of City seniority of all interested employees, with unrepresented picking in each round after all 1917 members have made their pick for that round.

2. Only one employee per week shall be assigned stand-by duties.

3. If a service call comes in while an employee is on stand-by, and the call involves an area of expertise of the employee, the stand-by employee shall be responsible to address and solve the problem. The stand-by employee shall be paid the applicable overtime rate for all hours worked when responding to a service call.

4. An employee on stand-by who fails to respond to a call during the employee's stand-by period may be subject to discipline.

5. Article 25, Overtime – Modify Section H as follows:

H. All overtime can be taken in compensatory time in lieu of cash payment at the request of the employee. Compensatory time shall be accumulated in equivalent straight time hours. Compensatory time may be accumulated up to a maximum of ~~400~~ 120 hours. For all compensatory time in excess of the ~~400~~ 120 hours accumulation allowed, a plan must be submitted by the employee by March 30 scheduling the use of said excess time during the months of April 1 to

November 1, subject to the operating needs of the department. Any excess compensatory time, over the ~~100~~ 120 hours allowed, not used due to the operating needs of the department will be paid in cash on November 15. Upon termination, employees shall be paid for all accrued compensatory time. The City reserves the right to pay all outstanding compensatory time at the then current rate at any time. An employee shall be able to request a payout of any accrued compensatory time one-time each year by providing notice of such a requested payout to the City during the month of October. All accrued compensatory time will be paid out as soon as practical following the request.

6. Article 26, Holidays – Modify Section A as follows:

A. The paid holidays are designated as New Year's Day, Martin Luther King Jr. Day, President's' Day Good Friday, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas, and New Year's Eve. If Christmas or New Year's Day falls on a Sunday, Christmas Eve or New Year's Eve will be observed on Friday; if either day falls on Saturday, Christmas Eve or New Year's Eve will be observed on Thursday.

7. Article 28, Vacations – Modify Section A as follows:

A. 1. ~~Effective January 1, 2012,~~ Employees hired prior to September 8, 2011 shall accrue vacation at the following rate for each completed month of service with changes effective on their anniversary date:

<u>Years of Service</u>	<u>Hours of Vacation</u>
5—10	10.5 hours per month
10—20 11 th year to 20 th year	14 hours per month
20—25 21 st year to 25 th year	15 hours per month
25 or more <u>After 25th year</u>	16 hours per month

2. ~~Effective January 1, 2012,~~ Employees hired after September 8, 2011 shall accrue vacation at the following rate for each completed month of service, with changes effective on their anniversary date:

<u>Years of Service</u>	<u>Hours of Vacation</u>
1—5 <u>First 5 years</u>	<u>78</u> hours per month
5—10 6 th year to 10 th year	10 hours per month
10—20 11 th year to 20 th year	11 hours per month
20 or more <u>After 20th year</u>	13 hours per month

* * *

8. Article 33, Health Care Coverage – Modify Section C.1 as follows:

C. Employees who are hired after September 8, 2011 shall not be entitled to retiree health insurance upon retirement. Instead, the City will contribute to health reimbursement savings account (RHSP) for use by the employee following separation from employment under the following terms:

1. ~~Effective December 1, 2019,~~ The City will contribute \$80 per bi-weekly pay period into the employee's RHSP account. Part time employees shall receive \$40 per bi-weekly pay period. Effective [Date of Ratification of this Agreement], the City will contribute \$90 per bi-weekly pay period for full-time employees and \$45 per bi-weekly pay period for part-time employees.

9. Article 34, Optical - Dental – Modify Section A, and add a new Sections C.9 10, 11, 12 and 13 as follows:

A. The Employer will provide a group optical program for the Employee, spouse, and dependent children under 19 years of age as follows:

1. Once every two years for each person . . .

* * *

4. ~~Following execution of this Agreement, the parties agree to meet and discuss alternate optical plans up request of either party.~~

Effective March 1, 2024, the optical plan detailed in Appendix B of this Agreement shall replace the plan detailed above in this Section, including the payment for those choosing not to participate. Employees electing to participate in this plan shall be required to contribute 15% of the cost of the plan through payroll deductions.

The City reserves the right to replace the plan detailed in Appendix B with a different plan with comparable benefits during the life of this Agreement.

C. The Employer will provide a dental reimbursement program for regular full-time Employees, spouses, and dependent children under 19 years of age as follows:

1. Employees will be reimbursed for dental expenses incurred for themselves and family . . .

* * *

9. Effective March 1, 2024, the dental plan detailed in Appendix C

of this Agreement shall replace the plan detailed above in this Section. Employees electing to participate in this plan shall be required to contribute any cost above the following caps* which will be increased each year by the same percentage increase in the health insurance caps:

<u>Single coverage:</u>	<u>\$373 annual</u>
<u>Two-person coverage:</u>	<u>\$709 annual</u>
<u>Family coverage:</u>	<u>\$1,493 annual</u>

*The rates listed above are based on the rates for the 2022 plan year (which are currently in effect for the LPOA) and will be updated for the 2024 plan year by any percentage increases in health insurance caps that are made as provided herein for the 2023 and 2024 plan years.

10. The City reserves the right to replace the plan detailed in Appendix C with a different plan with comparable benefits during the life of this Agreement.

11. Employees will be provided a \$900 dental reimbursement on December 1, 2022 as detailed in subsection 1, above, and a \$225 dental reimbursement in lieu of the \$900 dental reimbursement that would be otherwise paid on that date pursuant to subsection 1, above, on December 1, 2023, after which no further reimbursement will be provided.

12. All unused accumulation earned pursuant to subsection 2, above, not used by March 1, 2024 will be forfeited.

13. Employees who owe the City for dental reimbursement paid in advance must pay back the amount owed to the City prior to March 1, 2024.

10. Article 35, Life Insurance and Disability Coverage – Modify Article as follows:

A. ~~The Employer agrees to provide the following: pay the full costs of the premium for each full time Employee for the program of life, accident and indemnity insurance in effect at the time of this Agreement, which provides life insurance, accidental death, dismemberment and loss of sight insurance and weekly sickness and accident benefits.~~

1. Life insurance shall be provided in an amount equal to 100% of the Employees base salary plus \$2,000.

2. The employer agrees to provide \$250 per week to a maximum of 45 weeks coverage for sickness and accident insurance. This sickness and accident coverage shall begin only after the employee has exhausted all their sick leave benefits and provided, further, that:

a. If the employee has 18 or more sick days to exhaust, then the benefits herein provided shall begin immediately upon the exhaustion of all the employee's sick leave days.

b. If the employee has less than 18 sick leave days to exhaust, then the benefits hereunder shall not apply until after a 14-calendar day waiting period following the exhaustion of sick leave benefits.

~~B. If a regular Employee is laid off, the Employer will continue to pay premiums for a period not to exceed 120 days from the cessation of active employment.~~

~~CB.~~ Employees who retire shall receive life insurance in the amount of \$5,000.

~~DC.~~ Disability benefits shall cease upon separation. The City, in its sole discretion, may allow disability benefits to be extended beyond separation when extenuating circumstances exist.

11. Article 36, Personal Business – Modify Article as follows:

Personal business, not to exceed two days in any calendar year, shall be allowed to employees without loss of pay or deduction from sick leave, provided the Employee has completed their initial six-month probationary period. Said personal business shall be taken in increments of at least two hours. Effective [Date of Ratification], employees shall be provided three personal business days in any calendar year.

12. Article 38. Pensions – Change title of Article to “Retirement” and modify Section III.B.I as follows:

B. 1. For Employees hired on or after March 17, 1997, the pension provided for employees following their six (6) month probationary period will be a Defined Contribution pension plan with the City contributing an amount equal to 11 percent of the employee's wages and the employee contributing an amount equal to four and one-half percent of the employee's wages, with vesting after four years of employment. Effective [Date of Ratification], the City's contribution shall increase to 12% of the Employee's wages. The Employee is permitted to contribute additional amounts up to the maximum allowed by law.

13. Article 41, Rate Adjustments – Modify Article as follows:

A. ~~Effective December 2, 2019 (date of ratification), r~~Rates of pay for classifications in the bargaining unit shall be as set forth in the Schedule ~~A~~attached as Appendix A representing the following wage adjustments over the life of this Agreement:

<u>Effective Date</u>	<u>Adjustment</u>
December 1, 2019 2022 (Not Retroactive):	2% wage increase
December 1, 2020 2023:	2.5 3% wage increase
December 1, 2021 2024:	3 2.5% wage increase

~~The wage rate increases listed above shall be effective on the date of ratification, February 27, 2017. There shall be no retroactive wage payments.~~

B. The attached wage rate schedule, Appendix A, governs the wage rates of all persons covered by this agreement and is based upon the proposition that each supervisor at the top step shall receive at least ~~fifteen percent (15%)~~ ten percent (10%) more in wage rate than the top step of the wage rate of the highest paid person whom s/he supervises in the Local 192 bargaining unit.

14. Article 41, Rate Adjustments – Incorporate wage adjustments for the following positions as detailed in the attached schedules with the language referenced below to be included in the wage schedule:

- Building Maintenance Foreman
- Equipment Maintenance Foremen
- Roads Foreman
- Parks Foreman
- Custodial Foreman
- Forestry Foreman
- Meter Foreman
- Sewer Foreman
- Sign Foreman
- Water Foreman
- Project Foreman

The changes to the Foreman positions agreed to during bargaining of the 2022-2025 CBA were to recognize the advanced technical skills and market demands of the positions impacted.

15. Article 48, General Article – Modify Section A as follows:

The City agrees to reimburse employees up to ~~\$150.00~~ \$200.00 for repair or replacement of eyeglasses and up to \$200.00 for repair or replacement of employee-owned mobile telephones damaged in the course of employment. Such reimbursement shall be subject to proof of the need for repair or replacement and shall be limited to one time per fiscal year.

16. Replace “Foreman” in classification titles with “Supervisor.”

17. Letter of Understanding regarding alternate work schedules – See attached Letter of Understanding.

- 
18. General – Any employee who did not receive a wage adjustment pursuant to item 14, above, beyond the annual wage increases detailed in item 12, above, will receive a \$500 signing bonus upon ratification of this Agreement.

51
D

LETTER OF UNDERSTANDING
BETWEEN
The City of Livonia
and
AFSCME COUNCIL 25, Local 1917

1-11-23

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1-11-23

1-11-23

1-11-23

December _____, 2022

THIS LETTER OF UNDERSTANDING is entered into by and between the City of Livonia ("City") and AFSCME Council 25, Local 1917 ("Union").

WHEREAS, as part of bargaining the 2022-2025 Collective Bargaining Agreement ("2022-2025 Agreement"), the parties discussed the issue of an alternate summer work schedule for DPW employees and a voluntary alternate work schedule for all employees;

WHEREAS, the parties recognized that use of such alternate schedules should be on a trial basis during the term of this Letter of Understanding;

WHEREAS, the parties have come to agreement to establish work conditions under these alternate schedules during the life of the 2022-2025 Agreement;

NOW THEREFORE, the parties have agreed to the following:

1. During the life of the parties' 2022-2025 Agreement, the parties will implement, on a trial basis, an alternate work schedule for all employees, as detailed in Paragraph 2 below, and an alternate summer work schedule for DPW employees only, as detailed in Paragraph 3, below.
2. Notwithstanding anything to the contrary in the parties' 2022-2025 Agreement, any employee may work a 4-day, 10-hour workweek schedule, or some alternative work schedule, if requested by the employee and approved, in writing, by the Department Head of the Department in which the employee works. Any alternate schedule approved pursuant to this Letter of Understanding, shall consist of a 40-hour work schedule as provided in the parties' 2022-2025 Agreement.
3. Notwithstanding anything to the contrary in the parties' 2022-2025 Agreement, the City shall have the right to convert to a 4-day, 10-hour workweek schedule for all employees in the Department of Public Works from Memorial Day to Labor Day in any year of the 2022-2025 Agreement. Should the City elect to do so, it will provide notice to the Union and employees by March 1 of each year. In any year the City elects to utilize this alternative schedule, employees may request to opt-out of the 4-day, 10-hour workweek schedule and continue to work the regular 5-day schedule, and such request will be granted if, in the City's discretion, the request is operationally feasible. The actual hours to be added to achieve the 10-hour day schedule will be determined by the City, but

may include a schedule that uses a starting time earlier than the regular schedule.

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4. In any year where the Department of Public Works elects to utilize a 4-day workweek pursuant to Paragraph 3, above, all DPW field employees who are selected to work the 4-day schedule shall work the same 4-day schedule and will be off on the same day, which will either be a Monday or a Friday.
 5. The City reserves the right to maintain an individual employee or group of employees (for example, custodians) on the regular schedule for operational reasons.
 6. Employees who utilize vacation, sick time or any other daily use of time for the full day while working a 4-day work schedule will be charged with, and paid for, the actual number of hours the employee was scheduled to work on the day the vacation, sick day or other daily use of time was utilized.
 7. In any week where the City is closed for at least one day because of a City-recognized Holiday, the alternate schedules provided in Paragraphs 2 and 3, above, shall not apply and the employee will work a regular 8-hour schedule during all days that the City is open during that Holiday week.
 8. If any alternate work schedule utilized pursuant to this Letter of Understanding results in an employee being scheduled to work more than eight (8) hours in a day, the provision in Article 32, Overtime, Section B providing for time and one-half for hours worked above eight (8) hours in one day, shall not be applicable. Instead, employees working an alternate schedule that results in the employee being scheduled to work more than eight (8) hours in a day shall be paid time and one-half for all hours worked in a day beyond the scheduled number of hours. (For example, an employee working a 4-day, 10-hour schedule will be paid time and one-half for all hours worked in a day over 10 hours.)
 9. Employees who are working an alternate schedule in a given week pursuant to this Letter of Understanding and who are required to work on a day they were not scheduled to work under the alternate schedule but that they would have otherwise worked under their regular schedule, will be paid time and one-half for all hours worked on that day.
 10. The parties will meet following ratification of this Letter of Understanding to discuss the specific details of the DPW summer 4-day, 10-hour schedule detailed in Paragraph 3, above. Such discussions will not prevent the City from utilizing the alternate schedule during the summer of 2023 or any other year of the parties' 2022-2025 Agreement consistent with this Letter of Understanding. Additionally, the parties agree to meet to address any concerns of either party or any issues that develop with respect to the voluntary alternate schedules detailed in Paragraph 2, above.

11. This Letter of Understanding will expire at the end of the parties' 2022-2025 Agreement, subject to negotiations for the successor agreement.

12. Nothing in this provision is intended to take away the City's right to otherwise modify schedules during the term of this Letter of Understanding or in the future based upon its implied management rights and expressed management rights detailed in the parties' 2022-2025 Agreement.

13. Any modification of this Letter of Understanding during the term of the parties 2022-2025 must be agreed upon by both parties.

IN WITNESS HEREOF, the parties have executed in duplicate originals this Letter of Understanding as of this _____th day of December 2022.

CITY OF LIVONIA

By: _____
MAUREEN MILLER BROSNAN

Its: Mayor

By: _____
JEANNINE LAIBLE

Its: Human Resources Director

AFSCME, LOCAL 1917

By: _____
RONDA TROUSE

Its: Business Agent

By: _____

Its: President

Proposed to Union
1/11/2023

**CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 1917
2022-2025 WAGE RATE SCHEDULE - DRAFT
EFFECTIVE 12/01/22**

		2%			3.0%			2.5%		
		2022-2023			2023-2024			2024-2025		
<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
BUILDING MAINTENANCE SUPERVISOR*	STEP 3	35.98	2,878.40	74,838.40	37.06	2,964.80	77,084.80	37.99	3,039.20	79,019.20
	STEP 4	37.42	2,993.60	77,833.60	38.54	3,083.20	80,163.20	39.50	3,160.00	82,160.00
	STEP 5	38.92	3,113.60	80,953.60	40.09	3,207.20	83,387.20	41.09	3,287.20	85,467.20
CENTRAL RECORDS SUPERVISOR	STEP 1	30.15	2,412.00	62,712.00	31.05	2,484.00	64,584.00	31.83	2,546.40	66,206.40
	STEP 1.5	30.77	2,461.60	64,001.60	31.69	2,535.20	65,915.20	32.48	2,598.40	67,558.40
	STEP 2	31.41	2,512.80	65,332.80	32.35	2,588.00	67,288.00	33.16	2,652.80	68,972.80
	STEP 3	32.65	2,612.00	67,912.00	33.63	2,690.40	69,950.40	34.47	2,757.60	71,697.60
	STEP 4	33.98	2,718.40	70,678.40	35.00	2,800.00	72,800.00	35.88	2,870.40	74,630.40
	STEP 5	35.34	2,827.20	73,507.20	36.40	2,912.00	75,712.00	37.31	2,984.80	77,604.80
COMMUNICATIONS SUPERVISOR	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
CONSTRUCTION ASSISTANT/ SOIL EROSION INSPECTOR	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
CUSTODIAL SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
EQUIPMENT MAINTENANCE SUPERVISOR*	STEP 3	35.98	2,878.40	74,838.40	37.06	2,964.80	77,084.80	37.99	3,039.20	79,019.20
	STEP 4	37.42	2,993.60	77,833.60	38.54	3,083.20	80,163.20	39.50	3,160.00	82,160.00
	STEP 5	38.92	3,113.60	80,953.60	40.09	3,207.20	83,387.20	41.09	3,287.20	85,467.20

*Title Change from Foreman to Supervisor

Proposed to Union
1/11/2023

**CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 1917
2022-2025 WAGE RATE SCHEDULE - DRAFT
EFFECTIVE 12/01/22**

		2%			3.0%			2.5%		
		2022-2023			2023-2024			2024-2025		
<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
FIRE EQUIPMENT	STEP 3	35.98	2,878.40	74,838.40	37.06	2,964.80	77,084.80	37.99	3,039.20	79,019.20
MECHANIC SUPERVISOR	STEP 4	37.42	2,993.60	77,833.60	38.54	3,083.20	80,163.20	39.50	3,160.00	82,160.00
	STEP 5	38.92	3,113.60	80,953.60	40.09	3,207.20	83,387.20	41.09	3,287.20	85,467.20
FIRE EQUIPMENT	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
MECHANIC SUPERVISOR	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
(BEFORE 12/1/12)	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
FORESTRY SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
METER SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
ORDINANCE ENFORCEMENT	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
SUPERVISOR	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
PARKS SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
PROJECT SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20

*Title Change from Foreman to Supervisor

Proposed to Union
1/11/2023

**CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 1917
2022-2025 WAGE RATE SCHEDULE - DRAFT
EFFECTIVE 12/01/22**

		2%			3.0%			2.5%		
		2022-2023			2023-2024			2024-2025		
<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
ROADS SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
SENIOR BUILDING INSPECTOR	STEP 5	42.74	3,419.20	88,899.20	44.02	3,521.60	91,561.60	45.12	3,609.60	93,849.60
SENIOR CLERK	STEP 1	25.64	2,051.20	53,331.20	26.41	2,112.80	54,932.80	27.07	2,165.60	56,305.60
	STEP 1.5	26.10	2,088.00	54,288.00	26.88	2,150.40	55,910.40	27.55	2,204.00	57,304.00
	STEP 2	26.60	2,128.00	55,328.00	27.40	2,192.00	56,992.00	28.09	2,247.20	58,427.20
	STEP 3	27.69	2,215.20	57,595.20	28.52	2,281.60	59,321.60	29.23	2,338.40	60,798.40
	STEP 4	28.78	2,302.40	59,862.40	29.64	2,371.20	61,651.20	30.38	2,430.40	63,190.40
	STEP 5	29.91	2,392.80	62,212.80	30.81	2,464.80	64,084.80	31.58	2,526.40	65,686.40
SENIOR ELECTRICAL INSPECTOR	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
SENIOR ENGINEERING INSPECTOR	STEP 1	34.79	2,783.20	72,363.20	35.83	2,866.40	74,526.40	36.73	2,938.40	76,398.40
	STEP 1.5	35.47	2,837.60	73,777.60	36.53	2,922.40	75,982.40	37.44	2,995.20	77,875.20
	STEP 2	36.14	2,891.20	75,171.20	37.22	2,977.60	77,417.60	38.15	3,052.00	79,352.00
	STEP 3	37.62	3,009.60	78,249.60	38.75	3,100.00	80,600.00	39.72	3,177.60	82,617.60
	STEP 4	39.17	3,133.60	81,473.60	40.35	3,228.00	83,928.00	41.36	3,308.80	86,028.80
	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
SENIOR HEATING INSPECTOR	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
SENIOR PLUMBING INSPECTOR	STEP 5	40.75	3,260.00	84,760.00	41.97	3,357.60	87,297.60	43.02	3,441.60	89,481.60
SEWER SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20
SIGN SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20

*Title Change from Foreman to Supervisor

Proposed to Union
1/11/2023

CIVIL SERVICE DEPARTMENT
AFSCME - LOCAL 1917
2022-2025 WAGE RATE SCHEDULE - DRAFT
EFFECTIVE 12/01/22

		2%			3.0%			2.5%		
		2022-2023			2023-2024			2024-2025		
<u>CLASSIFICATION</u>		<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
SURVEY PARTY CHIEF	STEP 1	36.50	2,920.00	75,920.00	37.60	3,008.00	78,208.00	38.54	3,083.20	80,163.20
	STEP 1.5	37.23	2,978.40	77,438.40	38.35	3,068.00	79,768.00	39.31	3,144.80	81,764.80
	STEP 2	37.98	3,038.40	78,998.40	39.12	3,129.60	81,369.60	40.10	3,208.00	83,408.00
	STEP 3	39.50	3,160.00	82,160.00	40.69	3,255.20	84,635.20	41.71	3,336.80	86,756.80
	STEP 4	41.06	3,284.80	85,404.80	42.29	3,383.20	87,963.20	43.35	3,468.00	90,168.00
	STEP 5	42.74	3,419.20	88,899.20	44.02	3,521.60	91,561.60	45.12	3,609.60	93,849.60
WATER SUPERVISOR*	STEP 3	34.28	2,742.40	71,302.40	35.31	2,824.80	73,444.80	36.19	2,895.20	75,275.20
	STEP 4	35.65	2,852.00	74,152.00	36.72	2,937.60	76,377.60	37.64	3,011.20	78,291.20
	STEP 5	37.08	2,966.40	77,126.40	38.19	3,055.20	79,435.20	39.14	3,131.20	81,411.20

*Title Change from Foreman to Supervisor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

8. REQUEST FOR APPROVAL TO AMEND THE 2016-2021 CONSOLIDATION PLAN AND 2019-2020 ANNUAL ACTION PLAN: Livonia Housing Commission, re: to allocate CARES Act Funding to the Community Development Block Grant (CDBG) to include activities that prevent, prepare for, and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19). (CR 14020, CR 178-19 and CR 181-16).

Ermon Sims, Interim Director of Housing, presented the request to Council.

Councilmember Donovic asked what type of activities the Housing Department has planned. He also asked if this is more specific to businesses and how the city is helping businesses. He also asked if we had this program prior to Covid 19 and the Cares Act.

Ermon Sims indicated the purpose of CDBG is to provide preparedness training for small businesses in Livonia in the case of a future pandemic and to help businesses still in need of assistance as a result of the Covid 19 Pandemic. She also said we did one round with the funding from the Cares Act.

Councilmember Donovic asked how much money is left in the CDBG fund.

Ermon Sims said it has about \$50,000 to do other things within the community. We have done some mental health programs at the senior facilities in Livonia.

Councilmember McCullough offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

Housing
January 5, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Madison Bjertness, CDBG Specialist,

AGENDA ITEM

REQUEST FOR APPROVAL TO AMEND THE 2016-2021 CONSOLIDATION PLAN AND 2019-2020 ANNUAL ACTION PLAN: Livonia Housing Commission, re: to allocate CARES Act Funding to the Community Development Block Grant (CDBG) to include activities that prevent, prepare for, and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19). (CR 140-20, CR 178-19 and CR 181-16).

BACKGROUND

The CDBG program was created by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income. Since the City of Livonia has a population of at least 50,000 persons, it is considered an "Entitlement Community". Therefore, Livonia is entitled to receive CDBG funds each year as determined by a formula set forth in the Act. The City of Livonia has participated in the CDBG Program continuously since 1982 and, prior to that, in 1974 and 1975. The CDBG fiscal year begins July 1 and ends June 30. The first round of Cares Act 2019-2020 CDBG-CV allocation was \$196,155.00 (CR #140-20). The third round of Cares Act 2019-2020 CDBG-CV allocation (which will be used during the 2021 and 2022 program years, is to be \$466,546.00. The cumulative total amount of Community Development Block Grant (CDBG-CV) funding allocated under the Coronavirus, Relief, and Economic Security Act (CARES Act) is \$662,701.00. This amendment will allocate \$300,000 for the purpose of small business grants. Grants will be available for up to \$15,000 and businesses will have to participate in a training session. This training will not only help them currently but prepare them in the event of another public health event occurring. They will receive half of the grant up front and half upon completion of the program. The grant can be used for payroll for employees, workforce recruitment costs, rent/ mortgage of business, or utilities.

RECOMMENDATION

To Approve Substantial Amendment #3 to the Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan CR #181-16 and 2019-2020 Annual Action Plan CR #178-19 to include activities that prevent and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19). WHEREAS, the City Council of Livonia has approved the Substantial Amendment to the Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan-CV and 2019-2020 Annual Action Plan, as defined in the Proposed Projects and Use of Funds; Funding will consist of \$196,155.00 plus an additional \$466,546.00 for a total of \$662,701.00 Community Development Block Grant Coronavirus (CDBG-CV) funds allocated under the Coronavirus Aid,

Relief, and Economic Security Acts (CARES Act) Act. WHEREAS, the projects and programs approved under the Amended Community Development (CDBG) 2016-2021 Consolidated Plan-CV and 2022-2023 Annual Action Plan, are to serve the public purpose and intent of the CARES Act, Public Law 116-136; NOW, THEREFORE, BE IT RESOLVED, that with the adoption of the Community Development Block Grant - Coronavirus funded projects listed in the Proposed Projects and Use of Funds budget by the City Council of Livonia, the Housing Department Office of Community Development is authorized to prepare and submit the Substantial Amendment 2016-2021 Consolidated Plan-CV and 2022-2023 Annual Action Plan to the U.S. Department of Housing and Urban Development. Further, the Director of Housing, Mayor/Clerk shall have the authority to execute the sub-recipient contracts.

FISCAL CONSIDERATION

Fund 239 CDBG-CV

ATTACHMENTS

1. Attachment A CDBG-CV Proposed Projects 3rd Substantial Amendment 2019-20
2. Attachment B CDBG-CV Proposed Projects 3rd Sub. Amend
3. R051120 CDBG Program, Budget, Annual Action Plan for 2019-2020 CR 140-20
4. R052019 CDBG Program, Budget, Annual Action Plan for 2019-2020 CR 178-19
5. R050416 CDBG Program, Budget, Annual Action Plan for 2016-2017 CR 181-16

APPROVED BY



Ermon Sims, CDBG Division Director

Date: January 06, 2023



Michael Slater, Finance Director

Date: January 06, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023

**ATTACHMENT A: Proposed Projects
2016-2021 Consolidated Plan
2019-2020 Annual Action Plan
Substantial Amendment #3 CDBG-CV**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was created by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income. Since the City of Livonia has a population of at least 50,000 persons, it is considered an "Entitlement Community". Therefore, Livonia is entitled to receive CDBG funds each year as determined by a formula set forth in the Act. The City of Livonia has participated in the CDBG Program continuously since 1982 and prior to that in 1974 and 1975. The CDBG fiscal year begins July 1 and ends June 30. The first round of Cares Act 2019-2020 CDBG-CV allocation was \$196,155.00. The third round of Cares Act 2019-2020 CDBG-CV allocation (which will be used during the 2021 and 2022 program years), is \$466,546.00. The cumulative total amount of Community Development Block Grant (CDBG-CV) funding allocated under the Coronavirus, Relief, and Economic Security Act (CARES Act) is \$662,701.00.

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

PUBLIC SERVICES – 24 CFR 570.201(e)

The various activities eligible under this category are directed to a need involving services to low- and moderate-income persons and families. The CDBG regulations limit the amount of funds that can be allocated to this activity. Specifically, funding for public services may not exceed 15% of the total CDBG yearly allocation plus Program Income received during the prior year program. CDBG-CV funds are not subject to this cap due to a HUD waiver. The public service activities funded during the life of the CDBG-CV program are listed below:

i. ***COVID-19 Testing, Vaccinations "Vaccinate Livonia", Personal Protection Equipment (PPE), Mental Health Support:***

The COVID-19 testing program, administered by the City of Livonia Public Safety Fire Division, provides COVID-19 testing, vaccinations, or other services at a fixed or mobile location. Testing will be available to Livonia residents of low- to moderate-income senior citizen communities. Senior citizens are presumed to be included in the low moderate income (LMI) category and are, therefore, eligible to receive CDBG funded services regardless of income. Testing and vaccinations will also be offered to critical employees administering Livonia's senior citizen programs. The City of Livonia Public Safety Fire Division will

continue to provide additional services which shall include providing assistance to any Livonia based senior housing facility to further ensure that Personal Protection Equipment (PPE) is available and provided to those who need it, to educate Livonia's senior citizens and their caregivers on the proper use of PPE, and to administer the COVID-19 vaccine to Livonia's senior citizens who may not have access to the vaccine without the City's assistance. PPE will continue to be available (on a limited basis) for City services, small businesses, and residents of Livonia that cannot secure PPE. Mental health programming will include training for our seniors and staff surrounding topics, such as: mental health first aid, mental health 101, suicide awareness, conflict resolution, seniors and sexual health, grief/loss, anxiety, depression, and isolation/loneliness. The total budget for Public Service Activities is \$125,427.58

ECONOMIC DEVELOPMENT – 24 CFR 570.203(b)

The various activities eligible under this category are directed to businesses, private, for-profit entities, when appropriate to carry out an economic development project. The economic development activities funded during the life of the CDBG-CV program are listed below:

- i. ***Small Business Grants:*** The Small Business Grant program, administered by the City of Livonia Community Development Department and Planning and Economic Department, would be available to provide short-term working capital assistance to Livonia small businesses that were affected by social distancing and State of Michigan closures. The goal of this program is to enable retention of jobs held by low- and moderate-income persons. 10-15 estimated grants to be available in increments of \$2,500, \$5,000, \$7,500, and \$10,000. The total budget for Small Business Grants is \$127,500.00. During the first round of CDBG-CV, 25 Small business grants were awarded in allotments of \$7,500, \$5,000, and \$2,500 which totaled \$142,500.00. The initial grant awards were modified to assist more small businesses and funding was reallocated from Planning and Administration to complete this activity.
- ii. ***Small Business Grants Round 2:*** To further continue with supporting Livonia's Small Businesses affected by the State of Michigan closures, an additional \$300,000.00 from the total CDBG-CV grant award will be given in small business grants. The City of Livonia has established the CDBG-CV Small Business Grant Program, a program to assist vulnerable businesses located in Livonia with access to short-term working capital to mitigate the impacts of revenue losses caused by the COVID-19 pandemic. The Small Business Grant Program includes CDBG funds received under the CARES Act to link mentoring, access to tools and resources with financial support to provide immediate relief to organizations while providing the support needed to enhance future resilience.

PLANNING AND ADMINISTRATION – 24 CFR 570.205

Overall program planning and administration is provided by the Housing Commission - CDBG, City of Livonia Public Safety Fire Division, Planning and Economic Department,

and the Finance Department. To receive CDBG-CV funds, the City must complete a Substantial Amendment to its 2016-2021 Consolidated Plan and 2019 Action Plan, submit an application to HUD, conduct one public hearing and public comment period, and submit the program to the City Council for its approval. Required Environmental Assessments regarding the various planned activities are prepared and completed. At the conclusion of the program year, a "Consolidated Annual Performance and Evaluation Report" is prepared and sent to HUD. The total proposed budget for Planning & Administration and Accounting Services is \$94,773.42

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

ACTIVITIES	CDBG FUNDING 2019-20 Program Year	+	PROPOSED COVID-19 CARES Act FUNDING 2019-20	Potential Program Income	=	TOTAL FUNDING 2019-2020 PROGRAM YEAR
I. Rehabilitation						
A. Major Home Rehab	\$ 48,368.00			\$ 52,785.00		\$ 101,153.00
B. Emergency Rehab	\$ 15,000.00					\$ 15,000.00
C. Minor Home Repair	\$ 30,000.00			\$ 10,000.00		\$ 40,000.00
D. Rehab Inspection	\$ 2,500.00					\$ 2,500.00
SUBTOTAL	\$ 95,868.00			\$ 62,785.00		\$ 158,653.00
II. Acquisition of Tax-Reverted Properties						
A. Acquisition, Rehabilitation & Razing of Single Family Homes	\$ 30,000.00					\$ 30,000.00
SUBTOTAL	\$ 30,000.00			\$ -		\$ 30,000.00
III. CDBG Scattered-Site Rental Homes						
A. Maintenance of (14) Scattered- Site SF Homes i.e. mechanical, heating, plumbing, structural improvements (#832)	\$ 30,000.00			\$ 25,000.00		\$ 55,000.00
B. Management of (14) Rental Homes (#833)	\$ 15,262.00			\$ 24,738.00		\$ 40,000.00
SUBTOTAL	\$ 45,262.00			\$ 49,738.00		\$ 95,000.00
IV. Neighborhood Revitalization						
A. Lighting, Parks, Landscaping, and Infrastructure Improvements, Commercial / Residential Blight Reduction, and Feasibility / Planning Studies				\$ 60,000.00		\$ 60,000.00
SUBTOTAL				\$ 60,000.00		\$ 60,000.00
V. Public Facilities						
A. Improvements & Maintenance of Public Services Facilities				\$ 100,000.00		\$ 100,000.00
SUBTOTAL			\$ -	\$ 100,000.00		\$ 100,000.00
VI. Public Services ²						
A. Senior Van Transportation	\$ 48,000.00					\$ 48,000.00
B. Mental Health Counseling	\$ 3,000.00					\$ 3,000.00
C. First Step	\$ 24,000.00					\$ 24,000.00
D. Emergency Asst. Program	\$ 3,000.00					\$ 3,000.00
F. PPE & Testing	\$ -		\$ 8,200.20			\$ 8,200.20
G. Vaccinate Livonia			\$ 67,227.38			
H. COVID-19 Mental Health Support			\$ 50,000.00			
SUBTOTAL	\$ 78,000.00		\$ 125,427.58			\$ 203,427.58
VII. Planning & Administration						
A. Planning & Admin.	\$ 65,000.00		\$ 92,773.42			\$ 157,773.42
B. Accounting Services	\$ 18,000.00		\$ 2,000.00			\$ 20,000.00
C. Fair Housing Initiative	\$ -					\$ -
SUBTOTAL	\$ 83,000.00		\$ 94,773.42	\$ -		\$ 177,773.42
VIII. Economic Development						
A. Small Business Grants	\$ -		\$ 442,500.00			\$ 442,500.00
SUBTOTAL	\$ -		\$ 442,500.00	\$ -		\$ 442,500.00
GRAND TOTAL	\$ 332,130.00		\$ 662,701.00	\$ 272,523.00		\$ 1,267,354.00

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

**COMM DEV BLOCK
GRANT PROG**

Approval of Substantial Amendment to the Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan-CV and 2019-2020 Annual Action Plan to include activities that prevent and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19). (CR 178-19 and 181-16)

#140-20 RESOLVED, that having considered communications from the Director of the Housing Commission, wherein she has requested a Substantial Amendment to the Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan CR#181-16 and 2019-2020 Annual Action Plan CR#178-19 to include activities that prevent and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19).

WHEREAS, the City Council of Livonia has approved the Substantial Amendment to the Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan-CV and 2019-2020 Annual Action Plan, as defined in the Proposed Projects and Use of Funds;

Funding will consist of \$196,155.00 Community Development Block Grant-Coronavirus (CDBG-CV) funds allocated under the Coronavirus Aid, Relief, and Economic Security Acts (CARES Act) Act.

WHEREAS, the projects and programs approved under the Amended Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan-CV and 2019-2020 Annual Action Plan, are to serve the public purpose and intent of the CARES Act, Public Law 116-136;

NOW, THEREFORE, BE IT RESOLVED, that with the adoption of the Community Development Block Grant – Coronavirus funded projects listed in the Proposed Projects and Use of Funds budget by the City Council of Livonia, the Housing Department Office of Community Development is authorized to prepare and submit the Substantial Amendment 2016-2021 Consolidated Plan-CV and 2019-2020 Annual Action Plan to the U.S. Department of Housing and Urban Development. Further, the Director of Housing, Mayor/Clerk shall have the authority to execute the sub-recipient contracts.

UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of May 11, 2020)

Motion by: Jolly

Seconded by: McCullough

ROLL CALL:

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

Nays: None

Absent: None

*Regular Meeting Minutes of May 20, 2019***COMM DEV BLOCK
GRANT PROGRAM**

(Housing Commission)
Approval of the
Community Development
Block Grant Program
(CDBG) Annual Plan and
Budget for the 2019-2020
Program Year.

#178-19 RESOLVED, THAT WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of Housing and Urban Development is authorized to make grants to units of local government to help finance community development programs; and

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

WHEREAS, to obtain its Fiscal Year 2019-2020 entitlement funds under the Community Development Block Grant Program as authorized by the Housing Community Development Act of 1974, the City of Livonia must submit a Statement of Community Development Objectives and Projected Use of Funds, satisfactory assurances that the Program will be conducted and administered in accordance with appropriate federal and state laws and Department of Housing and Urban Development regulations; and satisfactory assurances that, prior to submission of its Final Statement of Community Development Objectives and Projected Use of Funds, it has (A) provided citizens with adequate information concerning the amount of funds available for proposed community development and housing activities; the range of activities that may be undertaken, the estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons, and other important program requirements; (B) held a public hearing to obtain the views of citizens on community development and housing needs; and (C) provided citizens an adequate opportunity to examine the content of and to submit comments on the proposed Statement of Community Development Objectives and Projected Use of Funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Livonia, Michigan, that the Final Statement of Community Development Objectives and Projected Use of Funds for the Fiscal Year 2019-2020 Community Development Block Grant Program is hereby approved and shall be submitted to the Department of Housing and Urban Development. FURTHER, the Director of Housing, Mayor, and City Clerk shall have the authority to execute the sub-recipient contracts.

CONSENT AGENDA ITEMS <i>(Regular Meeting of May 20, 2019)</i>
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Motion by: Jolly
Seconded by: White
ROLL CALL:

Ayes: Bahr, White, McIntyre, Jolly, and Toy
Nays: None
Absent: Meakin, Kritzman

MAY 20 2019

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

#181-16 RESOLVED, that whereas, under the provisions of Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of Housing and Urban Development is authorized to make grants to units of local government to help finance community development programs; and

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

WHEREAS, to obtain its Fiscal Year 2016-2017 entitlement funds under the Community Development Block Grant Program as authorized by the Housing Community Development Act of 1974, the City of Livonia must submit a Statement of Community Development Objectives and Projected Use of Funds, satisfactory assurances that the Program will be conducted and administered in accordance with appropriate federal and state laws and Department of Housing and Urban Development regulations; and satisfactory assurances that, prior to submission of its Final Statement of Community Development Objectives and Projected Use of Funds, it has (A) provided citizens with adequate information concerning the amount of funds available for proposed community development and housing activities; the range of activities that may be undertaken, the estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons, and other important program requirements; (B) held a public hearing to obtain the views of citizens on community development and housing needs; and (C) provided citizens an adequate opportunity to examine the content of and to submit comments on the proposed Statement of Community Development Objectives and Projected Use of Funds.

<i>CONSENT AGENDA ITEM 4 (Regular Meeting of May 4, 2016)</i>

Motion by:	White
Seconded by:	Jolly
Ayes:	White, Bahr, Meakin, Kritzman, Brosnan, Jolly, and McIntyre
Nays:	None
Absent:	None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

9

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

9. AWARD OF BID: Public Works Division, Forestry Department, re: for the City owned tree audit and update of inventory database, from budgeted funds.

Doug Moore, Assistant Director of Public Works, presented the request to Council.

Councilmember McCullough said this is very exciting that we will be able to use this program paired with GIS technology.

Councilmember McCullough offered an approving resolution for the Consent agenda.

Councilmember Bahr asked if the primary difference between our current system and this one is the GIS component.

Doug Moore said yes, and it able to update the information we currently have as well.

Councilmember Bahr asked if the older system has more room for error. He also asked about the grant given by the Michigan Economic Development Corporation and wanted to verify that they are investing \$500,000.00 into trees.

Doug Moore said it is an earmark that is presented as a grant and confirmed that his understanding is that Michigan Economic Development Corporation is providing the money for trees.

Scott Bahr asked if there are any plans to plant trees on major thoroughfares.

Doug Moore indicated that the thoroughfares on major roads are property of Wayne County, but we might be able look into something like that with the extra funds.

Councilmember Donovic asked if we are tracking trees on private property. Doug Moore said we only track trees on the right-of-way and not those on private property or in parks. He also explained how the GIS will work.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

DPW

January 11, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Works Division, Forestry Department, re: for the City-owned tree audit and update of inventory database, from budgeted funds.

BACKGROUND

Over the years, the city of Livonia has taken great pride in maintaining our neighborhoods and insuring a "green" urban forest appearance by maintaining the ROW (Right-of-way) trees. As a result of our diligence, for the last 24 years, the City of Livonia has achieved the status of being a certified Tree City USA city. Every year, we remove diseased trees to ensure the safety of our citizens and, historically, replace more trees than we take down to ensure our neighborhoods maintain their "hometown" appearance.

Since 2000, we have maintained our tree inventory via Tree Keeper software, adding and deleting trees as necessary. Our current inventory of ROW City-Owned trees stands at approximately 38,500 trees. Managing our tree inventory, which was originally completed in 1999-2000, is critical to helping us budget our urban forest proactively and better mitigate tree-related risk (ie trees falling down due to disease or age, possibly causing damage to private property).

As such, the DPW Forestry Department would like to conduct an audit of the City's maintained trees, confirming not only what trees we have, but also confirming their species and whether or not they are "at risk", meaning they should be slated for removal due to varying circumstances. As the City is currently in the middle of a five-year contract with Davey for maintenance of our Treekeeper software and they can access our inventory information as our software is hosted by them, we would like to add this audit aspect to their current agreement. Davey Resource Group has performed audits for Ann Arbor, Kalamazoo and Rochester Hills, all of whom have been very satisfied with their work. Davey's task will be to GIS inventory all the City-owned ROW trees, update the specified information about each site and identify those sites where the trees are "at risk" as well as those sites where new trees may be planted. All this information will be inputted into our current Tree Keeper software by Davey.

Representative Laurie Pohutsky awarded the City of Livonia \$500,000.00 for our urban tree canopy. The "grant" is being administered through the MEDC office. The funding is good through 2026. It is our plan to offset the cost of the inventory audit with funds from said grant.

RECOMMENDATION

The DPW Forestry Division respectfully requests that Council approve awarding a Tree Inventory/Audit to be performed by Davey Resource Group, 3381 W. Lapeer Road, Auburn Hills, MI 48326 in the amount of \$169,000.00; with funds provided through a grant from the MEDC which will be available in GL# 401-000-971-000.

Waive the formal bidding process in accordance with Section 3.04.140.E.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding.

FISCAL CONSIDERATION

Funds are available in the 2023-2024 Fiscal year budget: 401-000-971-000 \$169,000.00

ATTACHMENTS

1. Davey - Livonia Tree Inventory Proposal 2023

APPROVED BY



Date: January 11, 2023

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



Date: January 12, 2023

Don Rohraff, Director of Public Works



Date: January 17, 2023

Michael Slater, Finance Director



Date: January 19, 2023

Maureen Miller Brosnan, Mayor



Livonia Tree Inventory Proposal

Prepared For:

City of Livonia

33000 Civic Center Drive
Livonia, Michigan 48154

Prepared By:

Lee Mueller, CF

Market Manager

Davey Resource Group, Inc.
3381 W Lapeer Road
Auburn Hills, Michigan 48326
Cell: 248-221-0439
lee.mueller@davey.com

October 2022



Introduction

Trees are part of everyday life in the City of Livonia. The city's urban forest creates a sense of place and supplies real benefits to those who live in Livonia. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life in Livonia by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being. Davey Resource Group, Inc. "DRG" understands the benefits trees bring to your community. We also realize the challenges that come with managing public trees.

About Davey Resource Group, Inc.

For over 29 years, DRG has inventoried trees throughout the United States. We know that the data collected during a tree inventory are critical to helping you manage your urban forest proactively and better mitigate tree-related risk. Since you rely on the inventory data and recommendations to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.



Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.

Urban Forest Experts

We are pleased to introduce DRG and our team of urban forest experts to the city and present our qualifications for providing tree inventory and planning services. DRG's team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances community aesthetics and public safety but also improves the community's environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, parks, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete Livonia's project on time and budget while exceeding the city's expectations.

We understand that the information in a tree inventory database helps you to complete your daily work more efficiently and allows you to:

- Respond to inquiries and requests about trees
- Quickly find trees when you need to schedule work
- Keep maintenance records up to date
- Make data-driven decisions; be accountable for actions and justify decisions
- Showcase the benefits of your urban forest

Natural Resource Management

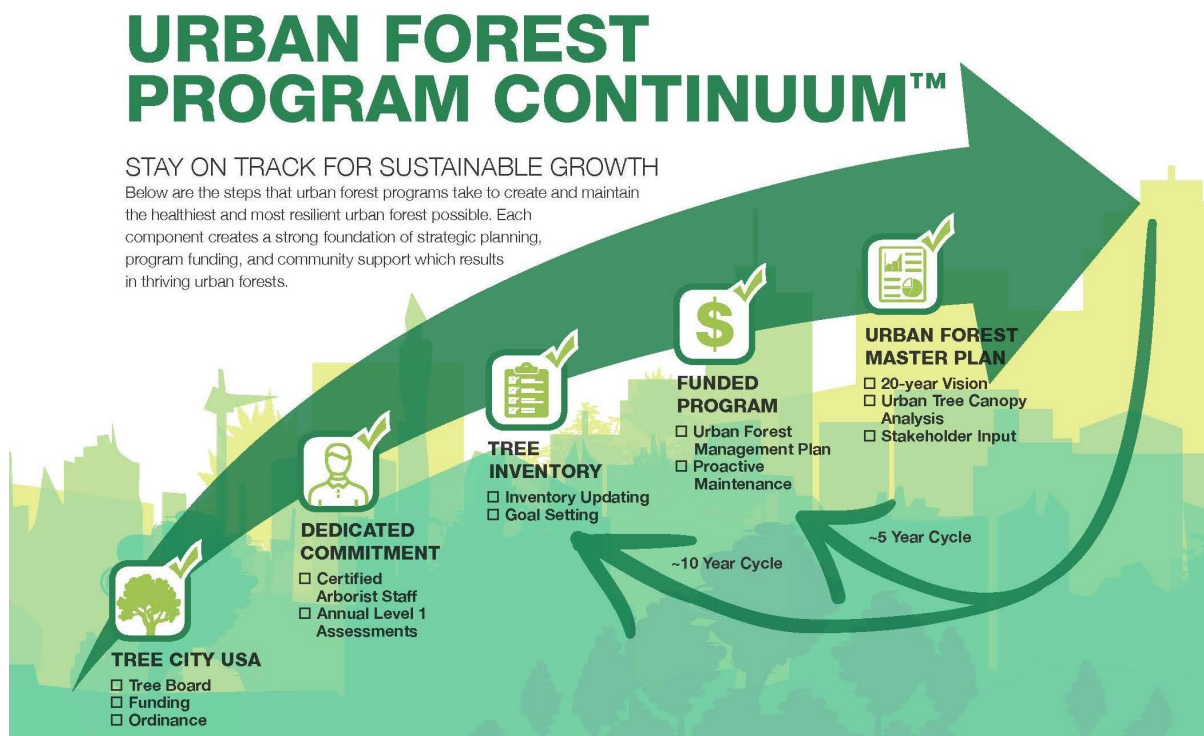
DRG's Environmental Consulting team is your committed partner for natural resource planning and management. With 22 local offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry), including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Davey Resource Group has proven solutions to help the City of Livonia launch its program forward along the Urban Forest Continuum.

DRG's Focused Urban Forestry Services



TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.



URBAN FOREST PLANNING

Whether the City of Livonia needs help managing the city's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help Livonia achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.



GIS

With GIS specialists in-house, we can map the city's urban tree grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.

STAFFING

If the City of Livonia does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.

TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.



Scope of Work

This project is an integral part of Livonia's comprehensive tree care program. The results of this project will help Livonia better understand the composition, structure, and maintenance needs of its urban forest, allocate resources, develop risk management strategies, and promote the ecosystem benefits the city's trees provide to the local community.

The proposed project has the following key components:

1. **Tree Inventory.** The project is a GIS-based inventory update of maintained trees, planting sites, and stumps found along public rights-of-way (ROW). The inventory consists of DRG's urban foresters locating approximately 48,000 existing sites and recording or updating the specified information about each site in the inventory database. DRG bases our tree inventory on the *ANSI A300 Part 9* standards.
2. **Tree Data Delivery.** DRG will update data within Livonia's existing TreeKeeper® software. If desired, data can be exported from TreeKeeper® as ESRI® shapefiles and an Excel™ spreadsheet by the city at any time.

Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing the city's scope of work. This section includes a plan of work for the tree inventory and explains the technologies we use to complete the inventory. To illustrate the strength and experience of the DRG team, a few representative staff resumes, project examples, and references are in Appendices A and B, respectively.

Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG's workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps (hard hats where required), high-visibility safety vests, safety glasses, and over-the-ankle boots. All employees adhere to company COVID policies as well as local and state guidelines.



*Davey has provided Proven Solutions for a Growing World
since 1880 and has been employee owned for 43 years.*

Tree Inventory Work Plan

To ensure that the tree inventory meets the city's goals and deadlines, DRG uses the following work plan.

Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with the City of Livonia via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Livonia has as well as keeps the city apprised of the project's progress.

Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

Step 3. Data Mining and Hardware Programming

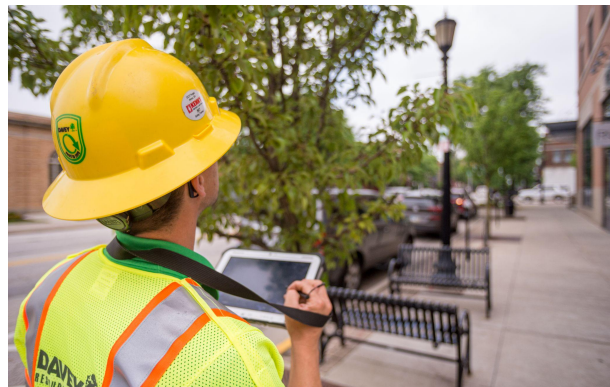
The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the city's GIS or planning department to complete this step. Since Livonia is an existing TreeKeeper user, DRG likely has much of the data needed, but may require some updated layers. If necessary, we can also get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from the city and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

Step 4. Kick-Off Meeting

DRG staff will contact the city after contract execution to schedule a kick-off meeting. During the kick-off meeting, Livonia's staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with city staff to ensure consistent assessment results.

Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees, planting sites, and stumps along maintained street ROWs, evaluate those trees, confirm data attributes, and record or update the data specified by the city. The collected data, once finalized, are Livonia's tree inventory database.



Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. To access tree records, utilize TreeKeeper® to view and field check data and even to route and plan for tree work.

Note: DRG and Livonia will need to coordinate to avoid data duplication, as the City will be working in TreeKeeper at the same time that DRG is. There are several options available to manage this, but it should be discussed on the front-end of the project.

Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS

receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff confirm the tree's species and its location, measure and update tree diameter, and rate its health. DRG's urban foresters also assess tree risk and suggest the specific maintenance involved in mitigating that risk as well as collecting all other information at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the streets, parks, and properties inventoried and shares that information with the city. DRG also informs the City of Livonia where staff intend to collect data next. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For Livonia's inventory, DRG will confirm or update the following data fields, as in the city's existing TreeKeeper® system:

- | | |
|---|--|
| 1. Confirm Address (street address and X and Y coordinates) | 9. Update Maintenance Needs |
| 2. Confirm Growspace | 10. Update Tree risk Assessment and Rating |
| 3. Confirm Growspace Size | 11. Update Height (5' increment) |
| 4. Confirm Species | 12. Confirm Overhead Utilities |
| 5. Update Root-Sidewalk Conflict | 13. Update Date of Inventory |
| 6. Update Tree Size (DBH by 1" increment) | |
| 7. Confirm Multi-stem Tree | |
| 8. Update Condition | |

The data fields listed above give Livonia ample information to manage community trees proactively. However, if Livonia has specific needs that the above data fields do not address, such as tree roots lifting sidewalks or clearance concerns, contact DRG to customize the project's scope of work.

Upgrading the Inventory

In addition to collecting trees, planting sites, and stumps, DRG can inventory other infrastructure that the city might be managing, such as shrub rows, woodlots, natural or environmentally sensitive areas, irrigation boxes, benches, signage, and turf. DRG's urban foresters can also take and link pictures to tree records. DRG can upgrade the city's inventory by changing the current scope of work or by further developing the project to have additional phases. If Livonia is interested in learning more about options for upgrading the inventory, contact DRG for information and fees.

Tree Risk Assessment

During the inventory, DRG's urban foresters perform an inspection of each tree that follows the ANSI tree risk assessment (ANSI 2017). For the city's inventory, DRG will complete a 360-degree ground-based visual inspection of the crown, trunk, trunk flare, above-ground roots, and site conditions around the tree in relation to targets. The assessment only includes conditions detected from the ground. Visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG is not responsible for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions

or hazards. If desired, DRG can provide additional levels of assessment or analysis for an additional fee that might help identify or further explore specific defects or tree conditions of interest.

The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to keep in compliance with the most recent standards and practices in the arboricultural industry. It is important to note that DRG's inspections are "rapid assessments" and are meant to show a need for further study; the assessments are not legally binding in any litigation.

For the tree risk assessment, DRG's urban foresters assign each tree one qualitative risk rating using the risk categorization matrices found in the ISA's *Best Management Practices - Tree Risk Assessment, Second Edition* (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017). Various and multiple failure scenarios help determine a tree's risk rating. The failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk serves as the overall tree risk rating.

Tree Inventory Data Delivery

For this project, tree inventory data will be delivered directly in DRG's TreeKeeper® software.

- To access TreeKeeper®, use Safari® on an iOS device or via Google Chrome™ on a Windows® or Android device; the secure login information DRG provides to the city.
- Once using TreeKeeper®, the city can view and use the inventory data and download the data in a variety of formats, including CSV/Excel™ and ESRI® shapefile formats.

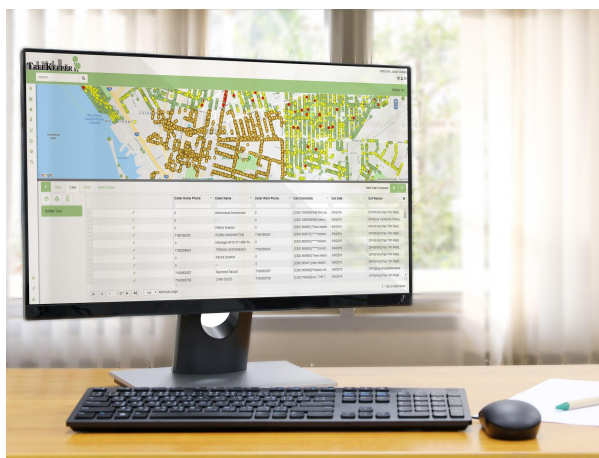
Note: DRG and Livonia will need to coordinate to avoid data duplication, as the City will be working in TreeKeeper at the same time that DRG is. There are several options available to manage this, but it should be discussed on the front-end of the project.

DRG offers custom software training for an added fee; contact DRG to learn more about our training programs, which can earn attendees up to eight ISA continuing education units (CEUs).

Other Formats

If the City of Livonia needs the inventory data in different formats, such as Google Earth's KML, AutoCAD®, or i-Tree, or for a particular asset management software program like CityWorks, Hansen, or Cartegraph, DRG can supply the inventory data in those formats for an added charge. Please contact DRG for more information about data formatting options and fees.

TreeKeeper® gives the city instant access to tree inventory data.



Project Schedule, Tasks, and Deliverables

The following project schedule lists key tasks along with expected completion dates and deliverables. If the city's project schedule differs from what DRG projected, use the information for planning purposes.

Project Schedule (months)								
Task	J	F	M	A	M	J	J	Deliverable
Award								Insurance, contract
Data Mining and Field Computer Set-Up								Obtain basemaps and GIS data/ program software and hardware
Kick-off Meeting								Meeting summary as needed
Inventory Data Collection and QA/QC								Inventory of 48,00 sites; ongoing field checks; weekly e-mail updates
Inventory Data Delivery								Inventory data in TreeKeeper®
Inventory Close-Out Meeting								If scheduled, usually takes place on the last day of data collection

WE TAKE YOUR DATA SERIOUSLY

INVENTORY PROGRESS UPDATE E-MAIL

Thanks, Your DRG Urban Forester

Davey Resource Group, Inc.
Page 11

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of or access to any existing tree inventory databases.
4. Coordinate and host a kick-off meeting before the start of fieldwork.
5. Agree to allow DRG to access and update Livonia's tree inventory data in TreeKeeper® software. Terms and conditions apply.
6. By accepting this proposal, the City of Livonia accepts DRG's Terms and Conditions and Limited Warranty (listed after the following Authorization to Proceed) and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Investment

Tree Inventory

- ❑ Computerized inventory data collection of up to 48,000 existing trees, planting sites, and stumps for a cost of: **\$169,000**
- ❑ Additional inventory data collection above 48,000 trees/sites at a unit rate of: **\$3.52/site**

This proposal is valid for 30 days, after which we reserve the right to amend fees as needed.

Authorization to Proceed

The above prices and terms and conditions and warranty are hereby accepted. I am authorized to bind the city and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Livonia Tree Inventory Proposal

Project Total

\$169,000

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

City of Livonia

Client Representative:

Authorizing Signature:

Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Hourly rates are fixed for the calendar year in which your contract is executed. After that time they may be adjusted to account for annual increases in labor and overhead.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 7-days notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

Davey Resource Group, Inc. "DRG" provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Appendix A: Experienced Staff

DRG may assign the following team members to the City of Livonia's project. Their experiences and credentials prove that they have the qualifications needed to work for the city.

Gerritt Moeke, CCF, is a senior environmental specialist with DRG. Gerritt project manages and site manages the implementation of urban forestry and ecological restoration projects. Currently, he supports a Michigan Department of Transportation project covering the maintenance of newly planted trees along I-75 and the mitigation of invasives and other undesirable species that threaten the health of the planted trees and shrubs. Gerritt is OSHA 10-hour certified in General Industry Safety and was internally trained in construction oversight by DRG alongside TGC Engineering. Previously, Gerritt worked in traditional forestry assessing and managing private tracts of forest land in Northern Michigan for a small forest products company. His experience covered the cruising of timber to appraise both the value and the health of forest, planning and implementation of long-term management of northern hardwood forests, the grading and scaling of cut timber, and the sale of veneer quality hardwood logs. Gerritt earned his bachelor of science degree in forestry from Michigan State University with a minor in economics and is currently a Candidate Certified Forester for the Society of American Foresters and an International Society of Arboriculture Certified Arborist (MI-4520A).

Lee Spangler is an environmental specialist with DRG. He holds a bachelor of science degree in forestry with a minor in urban/community forestry and has 6 years of experience in urban forestry, as well as over 10 years experience in horticulture and landscape maintenance. Some of his skills include invasive species control, residential tree and garden planning and planting, native plant installation, prescribed burns, erosion control, heavy equipment use and training, plant/tree identification, and GIS. As an environmental specialist, he engages in a wide variety of projects, from invasive species control for homeowner associations to Michigan Dept. of Transportation right-of-way tree and shrub planting and upkeep. Mr. Spangler is an ISA certified arborist and a former Certified Green Industry Professional. He has training in S190/S130 Wildland Firefighting.

Kyle Schumann is an environmental scientist with DRG. Mr. Schumann has supported numerous tree surveys and assessments in metro-Detroit and Columbus, OH. His areas of professional interest include ecological restoration, wetland and stream conservation, invasive species management, and conservation stewardship. Mr. Schumann has completed several projects including comparative studies of pre-settlement tallgrass prairies, macroinvertebrate stream surveys, and first order stream surveys across the state of Michigan with Michigan State University and Michigan Department of Environment, Great Lakes, and Energy. Mr. Schumann is currently supporting a large-scale reforestation project in conjunction with MDOT along I-75. He holds bachelors of arts degrees in biology and environmental science from Adrian College.

Lee S. Mueller, M.S., C.F., is a market manager with DRG. Mr. Mueller is responsible for expanding environmental consulting services, establishing new regional offices, and strengthening key business partnerships across the Great Lakes. Throughout his career, Mr. Mueller has demonstrated deep experience in all aspects of developing and supporting complex, multi-partner projects in urban forestry and ecosystem restoration—from project visioning and budgeting to implementation strategies and long-term maintenance. Mr. Mueller has also served as a staff or board member on a variety of professional and nonprofit organizations dedicated to forestry, arboriculture, and parks and recreation. Mr. Mueller provides a holistic approach to urban forestry, forest management, ecosystem restoration, parks and recreation planning, staff and volunteer training, nonprofit programs, and community outreach and engagement. Additionally, he excels in creating strategic partnerships; building and evaluating processes and systems; engaging diverse communities; and seeking, writing, and managing private or government grants. Prior to joining DRG, he was instrumental in establishing an urban forestry outreach and volunteer program that garnered state and national recognition in Grand Rapids, Michigan, as well as managing large-scale, volunteer-led tree planting and phytoremediation projects in Detroit.

Mr. Mueller is an International Society of Arboriculture (ISA) Certified Arborist, has an ISA Tree Risk Assessment Qualification (TRAQ), and is a Certified Forester through the Society of American Foresters, a Michigan Qualified Forester through the Michigan Department of Agriculture and Rural Development, a Michigan Registered Forester, and a Certified Plan Writer through the Michigan Forest Stewardship Program. Mr. Mueller has a master's degree and a bachelor's degree in forestry from Michigan State University.

Appendix B: Related Projects and References

DRG lists several projects to demonstrate our ability to complete a similar scope of work to that which Livonia proposes. These experiences show that DRG can:

- Undertake, manage, and complete an inventory project.
- Accurately inventory trees, planting sites, and stumps.
- Provide data in specified formats.
- Assess tree risk following ANSI standards and industry best management practices.
- Provide qualified staff with proven experience inventorying trees and assessing tree condition and risk.
- Analyze inventory data extracting meaningful information that affects tree management, such as species diversity, diameter size class distribution, and tree risk.
- Help communities understand the costs associated with long-term tree maintenance.
- Provide solutions that address the needs of our clients.

Contact DRG for more examples of our work.

Client: City of Ann Arbor, Michigan

Contact: Tiffany Giacobazzi | 734.794.6356 | tgiacobazzi@a2gov.org

Dates: July to October 2020

In 2009, DRG conducted a street and park tree inventory in the City of Ann Arbor, Michigan. Approximately 57,000 trees, stumps, and planting sites were located on all public streets and parks and evaluated on several attribute categories, including condition and maintenance. The collected data were processed, analyzed, and incorporated into a tree inventory management plan. The management plan provides important guidelines that will enable Ann Arbor to manage their urban forestry resources more efficiently. The management plan presents a comprehensive five-year plan of maintenance activities designed to reduce potential hazards, create a cyclical pruning program, and establish an annual tree planting program. Upon completion of the inventory, the city commissioned DRG to complete an i-Tree Streets analysis of the newly created street tree inventory database. DRG converted the new inventory data into i-Tree Streets format and was able to determine the overall benefits of Ann Arbor's street trees. The city received a summary report of calculated public tree values and benefits.

DRG was welcomed back to Ann Arbor in 2020 to update the city's tree inventory database. A total of 60,713 trees, stumps, and planting sites were re-assessed along city streets and within public works, accounting for the majority of public trees. DRG's certified arborists confirmed or updated tree size classes, condition rating, tree height classes, and tree maintenance needs. Any new trees were added to the city's database. Subsequently, the city's updated data were successfully re-integrated into the city's GIS databases.

Client: City of Kalamazoo, Michigan

Contact: Anthony Ladd | ladda@kalamazoocity.org | 269.910.1622

Dates: June to November 2021

DRG completed Kalamazoo's original tree inventory in 2001. After nearly 20 years, staff turnover, and significant changes in technology, the city's inventory was woefully out of date. As such, the city contracted with DRG to complete a full inventory renewal during the summer and fall 2021. Unfortunately, DRG was not able to update the existing inventory data due to substantial changes in best practices and technology. However, DRG was able to incorporate the original inventory into the team's field computers to use as a reference layer to support field identification and verification of city trees. The inventory renewal was completed with 35,401 trees, stumps, and planting sites. DRG also delivered a Tree Management Plan which included a full analysis of inventory data and helped prioritize actions to optimize the city's tree population.

Client: City of Rochester Hills, Michigan

Contact: Matt Einheuser, Natural Resources Manager | 248.841.2551

Rochester Hills' aging tree inventory had not been fully updated since originally collected over 10 years ago. In the intervening years, trees had been removed, planted, and the community has grown. The city hired DRG to perform a full update of the city's existing tree inventory data. The effort was completed in the summer 2019, resulting in a review and assessment of 21,079 trees across the city. When complete, inventory data were analyzed to produce a Tree Management Plan and provide training and support to city staff on the use of tree inventory management software for the long-term maintenance of community trees.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

11. REQUEST TO RELEASE DEVELOPMENT BONDS: Engineering Division, re: for Capri Court Site Condominium, located on the west side of Farmington Road between Norfolk Avenue and Eight Mile Road in the Northeast 1/4 of Section 4. (CR 304-19)

David Lear, Assistant City Engineer, presented the request to Council.

Councilmember McIntyre offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

Engineering
January 10, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO RELEASE DEVELOPMENT BONDS: Engineering Division, re: for Capri Court Site Condominium, located on the west side of Farmington Road between Norfolk Avenue and Eight Mile Road in the Northeast 1/4 of Section 4. (CR 304-19)

BACKGROUND

Council Resolution No. 304-19, dated September 19, 2019, set the bond requirements which were required to assure the installation of public improvements within the subject subdivision.

The proprietor has now completed the Bond requirements, and we hereby certify that these improvements have been installed in accordance with the City's standards and specifications.

RECOMMENDATION

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

FISCAL CONSIDERATION

It is recommended that the following bond requirements totaling \$64,043.00 be released to Leo Soave Building, Inc., 37771 Seven Mile Road, Suite C, Livonia, MI 48152:

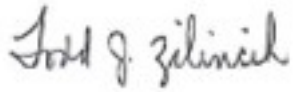
General Improvement	\$40,543.00 (all cash)
Sidewalk	\$7,500.00 (all cash)
Entrance Markers/Landscaping	\$5,000.00 (all cash)
Monuments & Markers	\$1,000.00 (all cash)
As-Built Drawings	\$10,000.00 (all cash)

Please note that the Grading & Soil Erosion Control Bond was released on December 5, 2022.

ATTACHMENTS

1. S013023 LTC Capri Court Schedule of BondsFee Req
2. 1-10-23 Capri Court Schedule of Bonds & Fee Requirements
3. CR 304-19

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: January 18, 2023



Don Rohraff, Director of Public Works

Date: January 19, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023

SCHEDULE OF BONDS & FEE REQUIREMENTS**I. Bond Requirements**

	<u>Current</u>	<u>Recommended</u>
A. <u>General Improvement Bond</u>		
Water Mains	\$76,125.00	\$0.00
Sanitary Sewers	\$66,000.00	\$0.00
Storm Sewers, including Footing Drain		
Storm Sewers	\$94,000.00	\$0.00
Paving (Public Street)	<u>\$150,000.00</u>	<u>\$0.00</u>
Estimated Construction Cost	\$386,125.00	\$0.00
Construction Contingencies	<u>\$19,306.00</u>	<u>\$0.00</u>
(Approximately 5%)		
 Total	\$405,431.00	\$0.00
(min. cash bond)	\$40,543.00	
B. <u>Sidewalk Bond</u>		
Sidewalks	\$32,500.00	\$0.00
Construction Contingencies (Approx. 10%)	<u>\$3,250.00</u>	<u>\$0.00</u>
 Total	\$35,750.00	\$0.00
(min. cash bond)	\$7,500.00	
C. <u>Grading & Soil Erosion Control Bond</u>		
(Ord. #1187)	\$3,000.00 (cash)	\$0.00
		(released 12/5/22)
D. <u>Entrance Markers/Landscaping</u>	\$5,000.00 (cash)	\$0.00
E. <u>Monuments & Markers</u>	\$1,000.00 (cash)	\$0.00
(Ord. #951)		
F. As-Built Drawings Bond	\$10,000.00 (cash)	\$0.00
TOTAL CASH BONDS	<u>\$67,043.00</u>	\$0.00

II. Fees (Cash Payments to the City)

A. Trees	\$5,000.00
B. Street Name Signs	\$550.00
C. Traffic Control Signs	\$750.00
D. Street Light Contribution in Aid (First Year Cost)	\$10,000.00*
E. Engineering Services Gen. Improv. & Sidewalk	
1. Plan Review & Admin. (2%)	\$8,373.00
2. Field Inspection (5%)	<u>\$21,181.00</u>
(includes Sidewalk, Drive Approaches,	
Storm Connection Fee & Water Connection Fee)	\$29,554.00
F. Engineering Services (Grading & Soil Erosion Control)	
1. Plan Review	\$275.00
2. Permit & Inspection	<u>\$1,000.00</u>
	<u>\$1,275.00</u>

TOTAL CASH PAYMENTS **\$47,129.00**
(NON-REFUNDABLE)

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

Regular Meeting Minutes of September 9, 2019

#303-19 RESOLVED, that having considered the report and recommendation of the City Engineer, dated August 9, 2019, submitted pursuant to Council Resolution 303-16, which bears the signatures of the Director of Public Works and the Director of Finance and is approved for submission by the Mayor, to which is attached a proposed Installation of Equipment Billing Agreement from The Detroit Edison Co. for the re-installation of six (6) UG streetlights as part of the Five Mile Road Water Main Replacement Project (Phase II) - Merriman Road to Middlebelt Road, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached Installation of Equipment Billing Agreement, subject to approval as to form and substance by the Department of Law, with the Detroit Edison Co., 43230 Elizabeth Road, Clinton Township, MI 48036 for the re-installation of six (6) UG streetlights as part of the Five Mile Road Water Main Replacement Project (Phase II) - Merriman Road to Middlebelt Road, in an amount not to exceed \$43,189.61; FURTHER, the Council does hereby authorize an appropriation and expenditure in an amount not to exceed \$43,189.61 from Account No. 592-158-000 (Construction in Progress) for this purpose; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties and the City Clerk is hereby requested to do all other things necessary or incidental to the full performance of this resolution.

#304-19 RESOLVED, that Leo Soave, as proprietor, having requested the City Council approve the proposed Capri Street Site Condominiums, located on the west side of Farmington Road between Norfolk Avenue and Eight Mile Road (20209, 20219, 20225, 20235 and 20307 Farmington Road) in the Northeast ¼ of Section 4, (hereafter the "Condominium"), and it further appearing that approval of the site plan for the Condominium was given by the City Planning Commission on April 23, 2019, and by the City Council on June 3, 2019, and it further appearing that such site plan, together with Development Plans and Specifications for Improvements, have been examined and approved by the Department of Public Works as set forth in the report of that Department dated August 9, 2019; and the City Council having approved the Master Deed on June 3, 2019, in Council Resolution 205-19; therefore, the City Council does hereby establish the following requirements:

- (1) All of the improvements, utilities and grading shall be constructed, installed and accomplished in conformity with the provisions of the ordinances of the City of Livonia, and the regulations and specifications of the Department of Public Works and the Development Plans submitted by the proprietor and approved by such Department; all such improvements to be constructed, installed, accomplished and completed within a period of two (2)

Regular Meeting Minutes of September 9, 2019

years from the effective date of this resolution; failing this, the approval contained herein shall be considered null, void and of no effect whatsoever;

- (2) That all inspection fees and other charges due to the City of Livonia shall be fully paid at the time and in the manner provided in the said ordinance provisions;
- (3) That the installation of all such improvements shall be subject at all times to the supervision and inspection and final approval of the Department of Public Works, and such improvements shall not be considered as having been satisfactorily and completely installed until there is filed with the City Council the certificate as provided in such ordinance provisions;
- (4) That the proprietor enter into an agreement with the City of Livonia agreeing to construct, within the prescribed period of time and in the prescribed manner, all improvements required to the extent required by the City of Livonia and as shown on the approved Development Plans;
- (5) That as a condition of obtaining final approval of the Master Deed prior to the completion of all required improvements, the proprietor shall file with the City of Livonia a corporate surety bond, certified check, cash bond, irrevocable letter of credit, or other financial assurance in such form as may be approved by the Department of Law guaranteeing the satisfactory installation of all such improvements, utilities and grading by the proprietor within the prescribed period in the following amounts:
 - (a) General Improvement Bond \$405,431.00, of which at least \$40,543.00 shall be in cash
 - (b) Sidewalk Bond \$ 35,750.00, of which at least \$7,500.00 shall be in cash
 - (c) Grade & Soil Erosion Control Bond \$ 3,000.00 (all cash)
 - (d) Entrance Markers/Landscaping \$ 5,000.00 (all cash)
 - (e) Monuments and Markers Bond \$ 1,000.00 (all cash)
 - (f) As-Built Drawings Bond \$ 10,000.00 (all cash)

and require cash payments in addition to the above amounts, in the total amount of \$67,043.00, less \$3,000.00 Grade & Soil Erosion

Regular Meeting Minutes of September 9, 2019

Control Bond paid on July 8, 2019, for total cash bonds due \$64,043.00;

- (6) That all required cash deposits, certified checks, irrevocable bank letters of credit and/or surety bonds which shall be established by the City Engineer pursuant to Article XVIII of Ordinance No. 543, Section 18.66 of the ordinance, shall be deposited with the City prior to the issuance of engineering permits for this site condominium development; and
- (7) That the distribution lines for telephones and electric service are to be placed underground and ornamental streetlights are to be provided throughout the Condominium in accordance with City ordinances.

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

AYES: McIntyre, Meakin, Jolly, Kritzman, Bahr, White and Toy

NAYS: None

The President declared the resolutions adopted.

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

#305-19 RESOLVED, that the City Engineer having filed with the City Clerk a statement dated June 21, 2019, on all matters required by Sections 3.08.060 and 3.08.140 of the Livonia Code of ordinances, as amended, and a first public hearing having been held thereon on August 21, 2019, after due notice as required by Section 3.08.070 of said Code, and careful consideration having been given to all such matters, the Council does hereby, pursuant to Section 3.08.080 of said Code:

1. accept and approve said statement in all respects;
2. determine to make the improvement consisting of the installation of one (1) 135-watt Stock Fixture on an existing wood pole in the Adams Court Site Condominiums, located South of Plymouth Road, between Eckles Road and Alois Avenue, City of Livonia, Wayne County, Michigan, as described in said statement; and defray the cost of such improvement by special assessment upon the property especially benefited in proportion to the benefits derived or to be derived;

Regular Meeting Minutes of September 9, 2019

3. approve the plans and specifications for the improvement as set forth in said statement dated June 21, 2019;
4. determine that the cost of such improvement shall be paid by special assessment upon the property especially benefited;
5. determine that the assessment made for such improvement shall be paid in annual installments, according to said statement;
6. designate the assessment district, describing the land and premises upon which special assessments shall be levied as follows:

Lots 1 to 2, both inclusive of the Adams Court Site Condominium, as recorded in the Wayne County Condo Plan No. 1083, Liber 54208, Pages 460-505, Wayne County Records, said development being part of the S.W. ¼ of Section 30, T.1 S., R. 9 E., City of Livonia, Wayne County, Michigan;
7. direct the City Assessor to prepare a special assessment roll in accordance with the Council's determination on said statement as prepared by the City Engineer dated June 21, 2019; and
8. that upon completion of said roll, the City Assessor shall attach thereto the certificate required by the provisions of Section 3.08.100 of the Livonia Code of Ordinances, as amended, and file the same with the City Clerk, who thereupon is directed to present the same to the City Council prior to the holding of the second public hearing thereon pursuant to Title 3, Chapter 8, of the Livonia Code of Ordinances.

On a motion by McIntyre, supported by Meakin, it was:

#306-19 WHEREAS, the City Clerk has received an Application for Commercial Rehabilitation Exemption Certificate from Paul F. Bohn, Fausone Bohn, LLP, Attorneys at Law, on behalf of Schoolcraft Lodge, Inc., dated April 15, 2019, received by the Office of the City Clerk on May 15, 2019, to facilitate the redevelopment of property located at 31501 Schoolcraft Road, Livonia, Michigan 48150, in the Northeast ¼ of Section 27, (Commercial Rehabilitation District #4); and

WHEREAS, the City Clerk has notified in writing the Assessor of the City of Livonia as well as the legislative body of each taxing unit which levies ad valorem property taxes in the local governmental unit in which the

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

12. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from LS Equity, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located on the north of Plymouth Road, east of Middlebelt Road, in the Southwest 1/4 of Section 25.

David Lear, Assistant City Engineer, presented the request to Council.

Councilmember Morgan offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

12.

Engineering
January 18, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT:

Engineering Division, re: from LS Equity, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located on the north of Plymouth Road, east of Middlebelt Road, in the Southwest 1/4 of Section 25.

BACKGROUND

In conjunction with the development of the property located on Plymouth Road, east of Middlebelt 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, LS Equity, LLC, 812 S. Main St., Royal Oak, Michigan 48067 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 the Shoppes of Livonia located on Plymouth Road, east of Middlebelt Road in the S.W. ¼ of Section 25.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

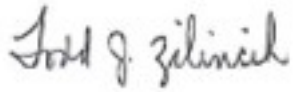
FISCAL CONSIDERATION

None

ATTACHMENTS

1. S013023 LTC Shoppes of Livonia SW Fac Maint Agr
2. Signed Shoppes of Livonia Storm Water Facilities Management Agreement

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: January 18, 2023



Don Rohraff, Director of Public Works

Date: January 19, 2023



Paul Bernier, City Attorney

Date: January 19, 2023



Maureen Miller Brosnan, Mayor

Date: January 19, 2023

STORM WATER FACILITIES MAINTENANCE AGREEMENT

SHOPPES OF LIVONIA

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 LS Equity, LLC, a Michigan limited liability company with principal offices located at 812 S. Main St., Royal Oak, Michigan 48067 hereafter collectively "Proprietor".

RECITALS

1. The Proprietor has completed the development located in the City of Livonia, Wayne County, Michigan, as Shoppes of Livonia ("Development"), as more particularly described in Exhibit "A" attached hereto.
2. In conjunction with the Development, the Proprietor has constructed a storm drainage system to provide adequate drainage for the Development.
3. Such storm drainage system will encompass or impact storm runoff from the Development into the City of Livonia's storm system.
4. The City issued a permit authorizing the construction, operations and maintenance of the storm drainage system which is located within the Development and/or the City of Livonia's 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 included the Storm Water Management System – Long Term Maintenance Plan described in Exhibit "A" attached to said Permit, which is attached hereto and incorporated herein as Exhibit "B".
6. The Permit signed by the City will benefit the Proprietor and the proposed 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 its own cost and 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 to the Permit and incorporated herein by reference as Exhibit "B".

- b. 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.
 - c. 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.
 - d. 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 maintenance or repair (or omission in such regard) of the storm drainage system referred to in the permit as Exhibit "A" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement (except those Claims caused in whole or in part by the willful or negligent acts or omissions of the City, its employees or agents). This indemnity and hold harmless shall include any costs, expenses and attorney fees reasonably 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.

LS Equity, LLC

a Michigan limited liability company

By: Frank Jarbou

Frank Jarbou

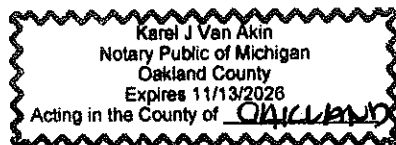
Its: Managing Member

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND)

On this 7th day of February, 2022, before me personally appeared Frank Jarbou to me personally known, who being sworn, did for himself say that he is the Managing Member of LS Equity, LLC, a Michigan limited liability company which executed the within instrument and said instrument was signed on behalf of said limited liability company in accordance with its Operating Agreement and Articles of Organization, and said Frank Jarbou acknowledged said instrument to be the free act and deed of said limited liability company.



Karel J. Van Akin
Notary Public

_____, County, Michigan
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.

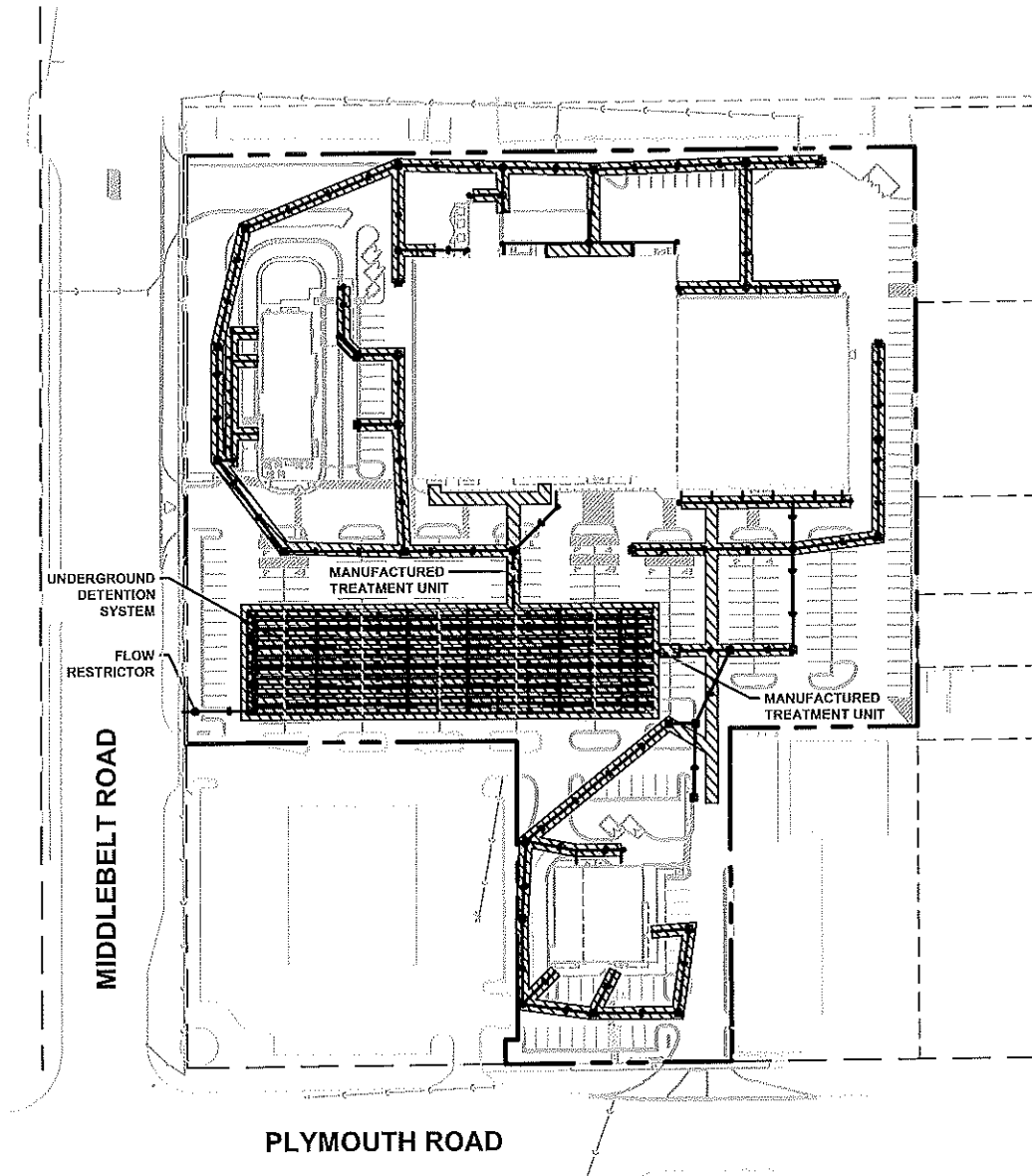
Notary Public

_____ County, Michigan
My Commission Expires On:

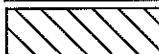
INSTRUMENT DRAFTED BY:
Todd J. Zilincik, P.E.
City Engineer
City of Livonia
12973 Farmington Road
Livonia, MI 48150

WHEN RECORDED RETURN TO:
City of Livonia
Attn: Engineering Division
Todd J. Zilincik, P.E.
12973 Farmington Road
Livonia, MI 48150

EXHIBIT 'A' - STORM WATER MANAGEMENT SYSTEM PHYSICAL LIMITS



LEGEND



CITY OF LIVONIA
STORM MAINTENANCE RESPONSIBILITY

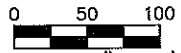
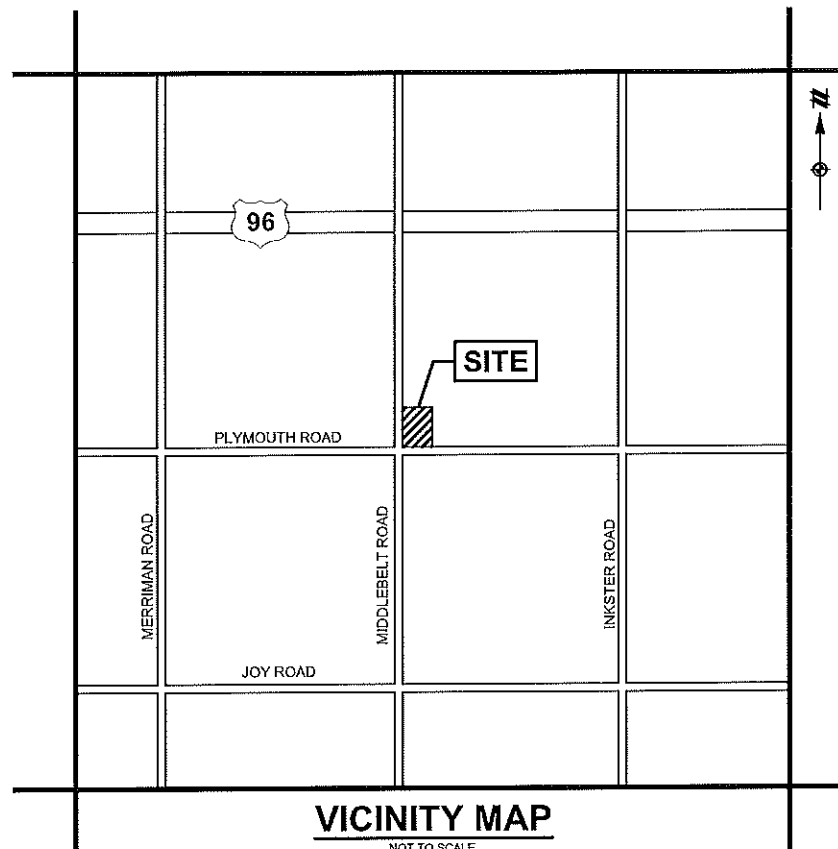
PROJECT	OWNER	ENGINEER	DATE: 01-18-2022
SHOPPES OF LIVONIA LIVONIA, MI PLYMOUTH ROAD & MIDDLEBELT ROAD	LS EQUITY, LLC 812 S MAIN STREET ROYAL OAK, MI 48067 CONTACT: FRANK JARBOU MANAGING MEMBER PHONE: (248) 465-0200	ATWELL, LLC 12745 23 MILE ROAD SHELBY TWP., MI 48315 PHONE: (586) 786-9800	 SCALE: 1"=100'
			SHEET 1 OF 2

EXHIBIT "A" - STORM WATER MANAGEMENT SYSTEM PHYSICAL LIMITS

DESCRIPTION PER ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO.: 839213, COMMITMENT DATE: JANUARY 22, 2019:

LAND IN THE CITY OF LIVONIA, WAYNE COUNTY, MI, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST 1/4 OF SECTION 25; THENCE NORTH 00 DEGREES 33 MINUTES 50 SECONDS EAST 327.00 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 10 SECONDS EAST 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 33 MINUTES 50 SECONDS EAST 483.18 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 37 SECONDS EAST 601.78 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST 476.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 37 SECONDS WEST 153.95 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS WEST 274.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST 186.99 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 50 SECONDS EAST 20.00 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST 10.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 50 SECONDS EAST 245.70 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 10 SECONDS WEST 273.00 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

NOT TO SCALE

PROJECT	OWNER	ENGINEER	DATE: 01-18-2022
SHOPPES OF LIVONIA LIVONIA, MI PLYMOUTH ROAD & MIDDLEBELT ROAD	LS EQUITY, LLC 812 S MAIN STREET ROYAL OAK, MI 48067 CONTACT: FRANK JARBOU MANAGING MEMBER PHONE: (248) 465-0200	ATWELL, LLC 12745 23 MILE ROAD SHELBY TWP., MI 48315 PHONE: (586) 786-9800	
			SHEET 2 OF 2

EXHIBIT 'B' - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, swales, catch basins, manholes, inlets, manufactured treatment system, underground detention system, flow restrictor structure and outlet pipe that conveys flow from the underground detention system to an existing drain Middlebelt Road. For the purpose of this plan, the SWMS and all of its components as shown in Exhibit A is referred to as "Shoppes of Livonia SWMS"

B. Time Frame for Long-Term Maintenance Responsibility

LS Equity, LLC is responsible for maintaining the Shoppes of Livonia SWMS including complying with applicable requirements of the local soil erosion and sedimentation control program until the construction permit is released. Long-term maintenance responsibility for the Shoppes of Livonia SWMS commences when defined by maintenance permit issued by the City. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The City of Livonia has assumed responsibility for long-term maintenance of Shoppes of Livonia SWMS. The resolution by which The City of Livonia has assumed maintenance responsibility is attached to the permit as Exhibit C. LS Equity, LLC, through a maintenance agreement with the Township of Plymouth, has agreed to perform the maintenance activities required by this plan. The City of Livonia retains the right to enter the property and perform the necessary maintenance of the Shoppes of Livonia SWMS if LS Equity, LLC, fails to perform the required maintenance activities.

To assure that the Shoppes of Livonia SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the City of Livonia and the property owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the City of Livonia.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions) Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as design.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE						
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	STORM COLLECTION SYSTEM (SEWERS, SWALES, CATCH BASINS, MANHOLES)	MANUFACTURED TREATMENT SYSTEM	UNDERGROUND DETENTION SYSTEM	FLOW RESTRICTOR STRUCTURE & OUTLET PIPE	FREQUENCY
MONITORING/INSPECTION						
INSPECTION FOR SEDIMENT ACCUMULATION/CLOGGING		X	X	X	X	ANNUALLY
INSPECT FOR FLOATABLES, DEAD VEGETATION AND DEBRIS		X	X	X	X	ANNUALLY & AFTER MAJOR EVENTS
INSPECT FOR EROSION AND INTEGRITY OF SYSTEM		X			X	ANNUALLY & AFTER MAJOR EVENTS
INSPECT ALL COMPONENTS DURING WET WEATHER AND COMPARE		X	X	X	X	ANNUALLY
ENSURE MAINTENANCE ACCESS REMAIN OPEN/CLEAR		X	X	X	X	ANNUALLY
PREVENTATIVE MAINTENANCE						
REMOVE ACCUMULATED SEDIMENT		X	X	X	X	AS NEEDED (SEE NOTE BELOW)
REMOVE FOR FLOATABLES, DEAD VEGETATION AND DEBRIS		X			X	AS NEEDED
SWEEPING OF PARKING LOT SURFACES (STREET AND PARKING AREAS)					X	AS NEEDED
REMEDIAL ACTIONS						
REPAIR/STABILIZE AREAS OF EROSION		X			X	AS NEEDED
REPLACE DEAD PLANTINGS & RESEED BAR AREAS		X			X	AS NEEDED
STRUCTURAL REPAIRS		X	X	X	X	AS NEEDED
MAKE ADJUSTMENTS, REPAIRS TO ENSURE PROPER FUNCTIONING		X	X	X	X	AS NEEDED
NOTE: MANUFACTURED TREATMENT SYSTEM AND UNDERGROUND DETENTION SYSTEM TO BE CLEANED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS; AT A MINIMUM, WHENEVER SEDIMENTS ACCUMULATE TO A DEPTH OF 6-12 INCHES, OR IF SEDIMENT RESUSPENSION IS OBSERVED.						

PROJECT	OWNER	ENGINEER	DATE: 01-18-2022
SHOPPES OF LIVONIA LIVONIA, MI PLYMOUTH ROAD & MIDDLEBELT ROAD	LS EQUITY, LLC 812 S MAIN STREET ROYAL OAK, MI 48067 CONTACT: FRANK JARBOU MANAGING MEMBER PHONE: (248) 465-0200	ATWELL, LLC 12745 23 MILE ROAD SHELBY TWP., MI 48315 PHONE: (586) 786-9800	
			SHEET 1 OF 1

FINANCE AND BUDGET COMMITTEE MEETING MONDAY, FEBRUARY 6, 2023
--

A Finance and Budget Committee meeting was held on Monday, February 6, 2023, in the City Hall Council Chambers.

Committee Members Present: Scott Bahr, Chair
Kathleen McIntyre, Vice Chair

Committee Members Absent: Brandon McCullough

City Officials and Others Present: Maureen Miller Brosnan, Mayor
Rob Donovic, Councilmember
Scott Morgan, Councilmember
Paul Bernier, City Attorney
Michael Slater, Finance Director
Lynda Scheel, City Treasurer

- | |
|--|
| <p>1. CR 24-23 The subject matter of a budget amendment in connection with the removal of funding for the position of Director of Governmental Affairs.</p> |
|--|

The meeting convened at 7:00 PM and was led by Committee Chair, Scott Bahr.

Chair Scott Bahr opened the meeting with a brief recap of his reason for calling it. He explained how the Director of Governmental Affairs position does not appear to have been used for its intended purpose in the two years since it was created, and with the position currently vacant, it's a good time to reassess its value without the risk of taking someone's job. He further suggested that the money budgeted for that position would be more beneficial in the Building Improvement Fund (account 418) to boost the city's savings toward large facility improvements. Finally, he suggested that all remaining money in the Department of Governmental Affairs be moved to account 418 except for that which is allocated to professional services.

Councilwoman McIntyre asked the mayor about the intent for that position. The mayor responded that she is currently seeking candidates. McIntyre asked what qualifications the mayor is looking for, and the mayor referenced the job description she provided two years ago. Beyond that, the mayor said she had no comment.

Councilwoman McIntyre offered a resolution reflecting what Bahr suggested: to amend the 22/23 budget to move all remaining money in the Department of Governmental Affairs to account 418 except that which is allocated to professional services.

The meeting adjourned at 7:10 PM

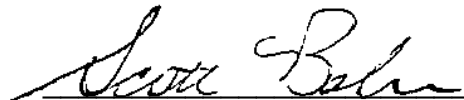
The Committee recommends:

To approve a budget amendment to move all remaining money in the Department of Governmental Affairs to account 418 except that which is allocated to professional services.

Note: This item will be out of Committee.

This item is to be placed on the **Regular Meeting Agenda of February 13, 2023**

Respectfully submitted,



Scott Bahr, Chair



LETTER TO THE LIVONIA CITY COUNCIL

1.

**Council Office
January 20, 2023**

MEETING DATE

FB020623/R021323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

CR 24-23 Subject matter of a budget amendment in connection with the removal of funding for the position of Director of Government Affairs.

BACKGROUND

RESOLVED, that having considered the request of Councilmember Scott Bahr at the Study Meeting held January 4, 2023, regarding the subject matter of a budget amendment in connection with the removal of funding for the position of Director of Government Affairs, THE COUNCIL DOES HEREBY REFER THIS ITEM TO THE FINANCE AND BUDGET COMMITTEE FOR ITS REPORT AND RECOMMENDATION.

RECOMMENDATION

To discuss as presented.

FISCAL CONSIDERATION

ATTACHMENTS

1. R011823 Subject matter of vacant Gov Affairs position to FB CR 24-23
2. R011823 LTC Req for budget amend for vacant position

APPROVED BY

On a motion by Councilmember Bahr, supported by Councilmember Donovic, and unanimously adopted, it was:

#024-23 RESOLVED, that having considered the request of Councilmember Scott Bahr at the Study Meeting held January 4, 2023, regarding the subject matter of a budget amendment in connection with the removal of funding for the position of Director of Government Affairs, the Council does hereby refer this item to the Finance and Budget Committee for its report and recommendation.

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

AYES: Bahr, Donovic, Morgan, and McIntyre

NAYS: McCullough

Councilmember McIntyre declared the resolution adopted.

<i>NEW BUSINESS ITEM 22 (Regular Meeting of January 18, 2023)</i>

Motion:	Bahr
Second:	Donovic
Ayes:	Bahr, Donovic, Morgan, McIntyre
Nays:	McCullough
Absent:	Jolly, Toy



LETTER TO THE LIVONIA CITY COUNCIL

22.

Council Office
January 5, 2023

MEETING DATE

R011823

PREPARED BY

Lori Miller, Deputy City Clerk

AGENDA ITEM

REQUEST TO REFER THE SUBJECT MATTER OF A BUDGET AMENDMENT FOR A VACANT POSITION TO THE FINANCE AND BUDGET COMMITTEE: Councilmember Scott Bahr, to discuss the removal of funding for the position.

BACKGROUND

Request by Councilmember Scott Bahr to refer topic of filling vacant Director of Government Affairs position and appropriate budget amendments to the Finance and Budget Committee.

RECOMMENDATION

Refer to Finance and Budget Committee.

FISCAL CONSIDERATION

Possible budget amendments for FY 2022/2023.

ATTACHMENTS

None

APPROVED BY

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD JANUARY 30, 2023**

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

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; David Lear, Assistant City Engineer; Mark Taormina, Director of Planning and Economic Development, Josh Sabo, Director of Communications and Casey O'Neil, Information Systems Director.

Councilmember Morgan led the Pledge of Allegiance.

10. AWARD OF BID AND REQUEST TO AMEND THE CONTRACT WITH OHM ADVISORS AND AUTHORIZATION FOR ADDITIONAL APPROPRIATION: Public Works Division, re: for the construction administration services for the Building Controls System Upgrade Project, from the Capital Projects Fund.

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

Councilmember McCullough offered a motion to refer this to the Capital Outlay and Infrastructure Committee for review.

Councilmember Bahr asked when we would see the results of this Capital Needs Assessment.

Jacob Rushlow indicated a meeting is being scheduled and they will invite Plant Moran and Cressa back to present the information to Council.

DIRECTION: REFERRED TO CAPITAL OUTLAY AND
INFRASTRUCTURE COMMITTEE



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW

January 17, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID AND REQUEST TO AMEND THE CONTRACT WITH OHM ADVISORS AND AUTHORIZATION FOR ADDITIONAL APPROPRIATION: Public Works Division, re: for the construction administration services for the Building Controls System Upgrade Project, from the Capital Projects Fund.

BACKGROUND

Many of our building control systems are antiquated with parts that are no longer commercially available and dial-up access systems that are no longer functioning. The purpose of this project is to provide a building controls interface that allows multiple buildings to be managed from one system, thereby allowing for remote energy management controls. This will also allow for scheduling each building based on occupancy and energy use to optimize demands for heating and cooling. In addition, building occupants will also have better onsite comfort controls in their workspace. We envision this as a multi-phased project with this contract being the first phase including updates to the Police Department Headquarters, Bennett Civic Center Library, Carl Sandburg Branch Library, and the 16th District Courthouse. Future phases would be bid out separately.

The proposed project scope includes connections of existing mechanical equipment to the new system interface, connections of building servers to a new web-based virtual server, and new hardware and software installations for multiple air handling units, heating plants, chiller plants, VAV boxes, temperature sensors and thermostats.

In order to proceed with construction, bid documents were prepared by the Department with assistance from our architect, OHM Advisors, and bid documents were made publicly available on Bid Net Direct (MITN). A bid opening was held on January 10, 2023 and two competitive bids were received. Havel was the lowest qualified bidder at \$981,662.00. A copy of the bid proposal, bid tabulation, and recommendation letter from OHM are provided for your consideration.

Additionally, OHM Advisors will remain involved with the project through completion by providing construction administration services. This includes contract administration (tracking quantities, developing estimates, etc.), construction observation (weekly inspection reports), and construction engineering (collection, review, and processing of shop drawing submittals and as-built drawings).

RECOMMENDATION

It is the Department's Request that Council take the following actions:

1. Accept the bid and award a construction contract to Havel, a Division of Shambaugh & Son, LP, 21661 Melrose Avenue, Southfield, MI 48075, for all labor, materials, and equipment to complete the Building Controls Upgrades project in an amount not to exceed \$981,662.00.
2. Authorize a contract amendment (CR 378-20) with OHM Advisors to perform construction administration services in an amount not to exceed \$55,000.00 from budgeted funds.
3. Authorize an expenditure of \$646,505 from budgeted funds in account no. 401-000-987-000 and authorize an additional appropriation from the unexpended fund balance of the Capital Projects Fund (401) in the amount of \$390,157.

FISCAL CONSIDERATION

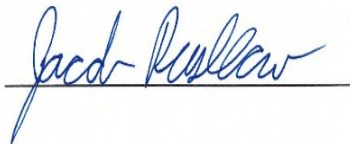
Approve expenditure of funds from GL #401-000-987-000 as follows:

Havel	\$ 981,662.00
OHM	\$ 55,000.00
	\$1,036,662.00

ATTACHMENTS

1. S013023 LTC Building Controls System Contract
2. Bldg Ctrl Upgrade - Bid Tab
3. Havel Bid Proposal
4. Bldg Ctrl Upgrade - OHM Recommendation

APPROVED BY



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

Date: January 19, 2023



Don Rohraff, Director of Public Works

Date: January 19, 2023



Michael Slater, Finance Director

Date: January 20, 2023



Paul Bernier, City Attorney

Date: January 20, 2023



Date: January 20, 2023

Maureen Miller Brosnan, Mayor

VENDOR NAME	Havel
CITY/STATE	Southfield, MI
BID DEPOSIT	Bid Bond Submitted
Base Bid Civic Center	\$293,111.00
Base Bid Sandburgh	\$61,946.00
Base Bid Police	\$292,317.00
Base Bid Courthouse	\$313,617.00
Alternate 1	\$20,871.00
TOTAL BASE BID	\$960,991.00
TOTAL BID WITH ALTERNATE 1	\$981,662.00

VENDOR NAME	MCM
CITY/STATE	Sterling Heights, MI
BID DEPOSIT	Bid Bond Submitted
Base Bid Civic Center	\$513,600.00
Base Bid Sandburgh	\$125,400.00
Base Bid Police	\$516,300.00
Base Bid Courthouse	\$540,200.00
Alternate 1	\$42,950.00
TOTAL BASE BID	\$1,695,500.00
TOTAL BID WITH ALTERNATE 1	\$1,738,450.00

CITY REPRESENTATIVES:

- Janet Douglas, Office of the City Clerk
- Leslie Rohraff, Office of the City Clerk
- Enna Bachelor, Purchasing Manager
- Jacob Rushlow, DPW

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Havel, A Division of Shambaugh & Son, L.P.
5870 Carbonmill Dr.
South Bend, IN 46628

OWNER:

(Name, legal status and address)

City of Livonia
12973 Farmington Road
Livonia, MI 48150

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
One Tower Square
Hartford, CT 06183

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.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

BUILDING CONTROLS UPGRADE

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.

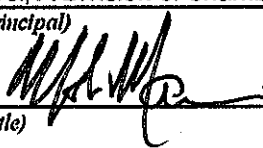
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 9th day of December, 2022.

(Witness)

(Witness)

Havel, A Division of Shambaugh & Son, L.P.
(Principal)

By: 
(Title)

Travelers Casualty and Surety Company of America
(Surety)

By: 
(Title) Camille Maitland, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Camille Maitland** of **UNIONDALE**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

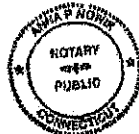
By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company'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 or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

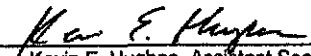
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of December, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

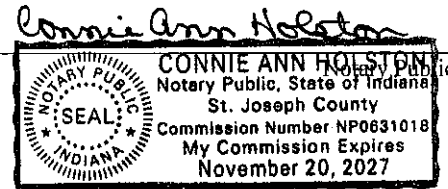
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CT 06183

PRINCIPAL'S ACKNOWLEDGMENT

State of Indiana, County of St. Joseph } ss.

On this 15th day of January in the year 20 23, before me, the undersigned, personally appeared Mark Massinen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



SURETY COMPANY'S ACKNOWLEDGMENT

State of NEW YORK, County of NASSAU } ss.

On this 9th day of December in the year 20 22, before me, the undersigned, personally appeared Camille Maitland, personally known to me, and who, being by me duly sworn, did depose and say: That he/she resides in Nassau County, New York; that he/she is Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of the State of New York Department of Financial Services has, pursuant to Section 1111 of the New York Insurance Law, issued to **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Notary Public

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2021

AS FILED IN THE STATE OF NEW YORK

CAPITAL STOCK \$ 6,480,000

NELLY RENCHIWICH M
Notary Public-State of New York
No. 01RE6218158
Qualified in Nassau County
Commission Expires March 1, 2026

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,427,088,873	LOSSES	\$ 1,224,258,147
STOCKS	90,892,083	LOSS ADJUSTMENT EXPENSES	157,266,812
CASH AND INVESTED CASH	3,976,380	COMMISSIONS	49,977,544
OTHER INVESTED ASSETS	4,609,133	OTHER EXPENSES	48,607,590
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,433,086	TAXES, LICENSES AND FEES	18,655,025
INVESTMENT INCOME DUE AND ACCRUED	37,877,324	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,972,277
PREMIUM BALANCES	294,081,729	UNEARNED PREMIUMS	1,212,347,629
REINSURANCE RECOVERABLE	70,677,646	ADVANCE PREMIUM	1,824,313
NET DEFERRED TAX ASSET	60,156,960	POLICYHOLDER DIVIDENDS	14,256,052
OTHER ASSETS	3,286,703	CEDED REINSURANCE NET PREMIUMS PAYABLE	47,473,619
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,097,038
		REMITTANCES AND ITEMS NOT ALLOCATED	10,579,448
		PROVISION FOR REINSURANCE	6,873,132
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	40,373,235
		PAYABLE FOR SECURITIES LENDING	7,433,086
		ESCHEAT LIABILITY	537,132
		RETROACTIVE REINSURANCE RESERVE ASSUMED	816,092
		OTHER ACCRUED EXPENSES AND LIABILITIES	250,005
		TOTAL LIABILITIES	\$ 2,881,598,277
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,678,177,878
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,118,461,638
TOTAL ASSETS	\$ 5,000,059,915	TOTAL LIABILITIES & SURPLUS	\$ 5,000,059,915

CERTIFICATE

This is to certify that the following is a true and correct copy of resolutions adopted by CSUSA Holdings L.L.C., a Delaware limited liability company which is the general partner of Shambaugh & Son, L.P., a Texas limited partnership:

RESOLVED, that the following named persons be, and they hereby are, appointed to the offices set opposite their respective names below to serve as such officers of Shambaugh & Son, L.P. until their respective successors are duly appointed and shall qualify:

- | | | | |
|--------------------------|-------------------------------|-------------------------|--|
| ▪ Paul R. Meyers, Jr. | - CEO/President | ▪ Mark A. Veerkamp | - CFO |
| ▪ William J. Meyer | - SVP/Secretary | ▪ Robert B. Vincent | - COO, Fire Protection |
| ▪ R. Kevin Matz | - VP | ▪ Melissa C. Finnerty | - VP, Fire Protection Contracts |
| ▪ Charles T. Pavelec | - SVP, Purchasing | ▪ Todd A. Fink | - SVP, Fire Protection |
| ▪ Sahsha R. Tigulis | - VP, Purchasing | ▪ Jon R. Ackley | - SVP, Dalmatian Fire |
| ▪ Cale R. Campbell | - SVP, Havel | ▪ Dominic A. Bosco | - VP, Fire Protection |
| ▪ Douglas M. Hearld | - SVP, Electrical | ▪ Mark T. Adair | - VP, Dalmatian Fire |
| ▪ Jeffrey L. Johns | - SVP | ▪ Todd L. Klopfenstein | - VP, Fort Wayne Fire Protection |
| ▪ Thomas L. Scare | - SVP, Finance | ▪ Robert K. Reid | - VP, Dalmatian Fire Indianapolis |
| ▪ Lance S. Dills | - Controller | ▪ Sean W. Couch | - VP, Dalmatian Fire Cincinnati |
| ▪ Erik T. Brandt | - Treasurer | ▪ Ronald D. Martin, Jr. | - VP, Dalmatian Fire Columbus |
| ▪ Daniel J. Ritzert | - SVP, Mechanical and Process | ▪ Aaron Michael | - VP, Dalmatian Fire Louisville |
| ▪ Thomas P. Aurich | - VP, Refrigeration | ▪ Mark R. Gengler | - VP, Fire Protection Sales & Estimating |
| ▪ Michael L. Parsey | - VP, Engineering & Design | ▪ Bradley S. MacMillan | - SVP, Northstar Fire |
| ▪ Gary A. Perkey | - VP, Regional Mechanical | ▪ Jason W. McKeown | - VP, Northstar Fire |
| ▪ Matthew Gerbers | - Assistant Secretary | ▪ Humberto Valdez | - VP, Northstar Fire, Alarm |
| ▪ Matthew R. Hartenstein | - Assistant Secretary | | |

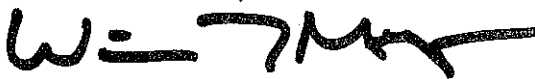
RESOLVED, further, that any one of the officers of Shambaugh & Son, L.P., as well as any of the following named individuals, be, and each of them hereby is, authorized to execute waivers for payment, bids, bonds and contracts for construction projects by and on behalf of Shambaugh & Son, L.P.:

- | | |
|--|--|
| • Meredith L.A. Smith , Havel Indianapolis Director of Controls | • Jason D. Cormany , Chicago Fire Protection Assistant Branch Manager |
| • John L. Reed , Havel Phoenix Director of Controls and Automation | • Justin A. Schroeder , West Coast Fire Protection Assistant Branch Manager |
| • Robert A. Preston , EMCOR Services Shambaugh Indianapolis Director of Service | • Rico O. Olasebikan , Southern California Fire Protection Assistant Branch Manager |
| • Matthew F. Selvocki , Indianapolis Refrigeration Branch Manager | • Michael G. Spatafore , Phoenix Fire Protection Branch Manager |
| • Justin S. Hoover , Refrigeration Division Manager | • William T. Morrison, Jr. , Memphis Fire Protection Branch Manager |
| • Dan W. Hudson , Advanced Systems Group, Fort Wayne Branch Manager | • Kyle W. Gansel , Fire Protection Director of Service |
| • Mark T. Siemers , Ed Grace Division Manager | • Christopher Harper , Northstar Fire Austin Branch Manager |
| • Angela R. Perkey , Collection Manager | • Dale A. Payne , Northstar Fire Dallas Branch Manager |
| • Mark O. Manninen , South Bend Fire Protection Branch Manager | • Kevin K. Mina , Northstar Fire Atlanta Branch Manager |
| • Larry D. Pever , Toledo Fire Protection Branch Manager | • Joel Hernandez, Jr. , Northstar Fire Houston Branch Manager |
| • Scott G. Simon , ASG Division Manager | • Zach C. Fisher , Northstar Fire San Antonio Branch Manager |
| • Ronald O. Rabe , Special Hazards Fire Protection Director | • Jesse J. Galvan , Northstar Fire, Alarm Manager |
| • Jeffrey A. McNamara , Detroit Fire Protection Branch Manager | • Carole H. Ritcey , Harroun Fire Protection Division Manager |
| • Alan L.E. Jacobs , Chicago Fire Protection Branch Manager | |

I, William J. Meyer, the duly appointed and acting Sr. Vice President and Secretary of Shambaugh & Son, L.P. hereby certify that the above resolutions are a true and correct copy of resolutions adopted by the General Partner of Shambaugh & Son, L.P. as of October 13, 2022.

SHAMBAUGH & SON, L.P.

STATE OF Indiana)
) SS:
COUNTY OF St. Joseph)


William J. Meyer
Senior Vice President/Secretary

Before a Notary Public, in and for said County and State appeared William J. Meyer and acknowledged the execution of the foregoing certificate.

Connie Ann Holsten Resident of St. Joseph County.
Date Jan. 10, 2023 My Commission Expires: Nov. 20, 2027

FORM OF PROPOSAL
for
BUILDING CONTROLS UPGRADE

Bid of Havel a Division of Shambaugh & Son, LP, hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as a limited partnership *.

* 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
<u>No. 1</u>	<u>November 22, 2022</u>
<u>No. 2</u>	<u>December 12, 2022</u>
<u>No. 3</u>	<u>December 15, 2022</u>

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

BASE BID PRICE – Civic Center Library: \$293,111.00

BASE BID PRICE – Sandburgh Library: \$61,946.00

BASE BID PRICE – Police Station: \$292,317.00

BASE BID PRICE – Courthouse: \$313,617.00

Unit Pricing

Unit Price No. 1: Provide removal of existing ball valve and installation of new ball valve or add new ball valve where currently there is none. Size to be 1/2" isolation ball valve.

Cost Per Unit Installed: \$190.00 each

Unit Price No. 2: Provide removal of existing ball valve and installation of new ball valve or add new ball valve where currently there is none. Size to be 3/4" isolation ball valve.

Cost Per Unit Installed: \$200.00 each

Unit Price No. 3: Provide removal of existing ball valve and installation of new ball valve or add new ball valve where currently there is none. Size to be 1" isolation ball valve.

Cost Per Unit Installed: \$205.00 each

Alternates

Base bid of project will include no work at Civic Center Library, Chilled Water unit. Alternate 1 will include work identified on 1/M-602 for Chilled Water Unit.

Alternate No. 1 \$20,671.00

ALLOWANCE FORM ATTACHED X YES

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 240 DAYS of "Notice to Proceed", and to Final Completion within 270 DAYS of "Notice to Proceed"** Substantial completion shall be met when roof is fully installed, and the windows/window wells are installed. 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 \$750 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 January 10, 2023
Date*

269-207-4288
Telephone Number*

21661 Melrose Avenue
Street*

574-232-3560
Facsimile Number*

Southfield, MI 48075
City, State, ZIP*

*Typed or printed in ink.

BY: Havel, a division of Shambaugh & Son, LP

—

Name of Bidder*



Signature

Cale Campbell, SVP

Name and Title of Signatory*

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: Havel, a Division of Shambaugh & Son, LP.
- B. Project Name: Building Controls Upgrade.
- C. Project Location: 12973 Farmington Rd, Livonia, Michigan, 48150.
- D. Owner: City of Livonia.
- E. Architect: OHM Advisors.
- F. Architect Project Number: 0090-21-0060 .

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10th day of January, ~~2022~~. 2023
Havel, a Division of Shambaugh & Son, LP
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature:  _____ (Handwritten signature).
- D. Signed By: Cale Campbell _____ (Type or print name).
- E. Title: Senior VP _____ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

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: Havel, a Division of Shambaugh & Son, LP

Address: 21661 Melrose Avenue Phone: 269-207-4288
Southfield, MI 48075

Number of years operating under your present name: 11 - in business since 1926

General nature of work performed by your company:

Shambaugh is a full MEP contractor. Havel is the temperature control and building automation
division.

Background and experience of the principal members of your organization including officers:

Cale Campbell, PE - Senior VP - 29 years with Havel

Rod DeVries - Senior Account Executive - 41 years with Havel

Thomas Yant - Division Manager - 7 years with Havel, 30 years industry experience

Major equipment available for this contract:

Tridium Niagara N4 Supervisor and Network Controllers

BACnet IP Field Controllers

Schneider Electric and Kele Field Devices

Indicate whether or not your labor force is union or non-union (check one)

X Union

 Non-Union

STATEMENT OF QUALIFICATIONS

PROJECT REFERENCES

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

Project Title: Campus Wide BAS Upgrade
Client: Hillsdale College
Contact Person: Dave Billington Phone: 517-607-5406
Contract Amount: \$829,645.00
Start Date: May, 2022 Completion Date: May, 2023
Project Description: Upgrade of existing obsolete Honeywell BAS and pneumatic controls

Project Title: Firekeepers Casino and Hotel Addition
Client: John E Gree
Contact Person: Donovan Morehouse Phone: 517-749-2297
Contract Amount: \$1,278,960.00
Start Date: August, 2019 Completion Date: January, 2022
Project Description: Temperature control and BAS for Casino and Hotel addition

STATEMENT OF QUALIFICATIONS

Project Title: City of Sturgis BAS Upgrades

Client: City of Sturgis

Contact Person: Dan Root Phone: 269-503-9537

Contract Amount: \$200,000.00

Start Date: October of 2019 Completion Date: Ongoing

Project Description: _____

BAS upgrades of legacy systems in various city buildings

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Form Completed by: _____

Name - Title

Signature

Date

SUBCONTRACTOR LIST

<u>ITEM</u>	<u>NAME, ADDRESS & PHONE # OF CONTRACTOR</u>
	 Phone:
	 Phone:
	 Phone:
	 Phone:
	 Phone:



Date: November 22, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 1 – BUILDING CONTROLS UPGRADE

Addendum No.1 is being issued to provide clarifications resulting from the mandatory prebid meeting held on November 16, 2022. A copy of the sign-in sheet from the prebid meeting is also attached. Bids will only be considered from firms in attendance at the mandatory prebid meeting.

Any further questions or clarifications desired by vendors shall be submitted in writing to Enna Bachelor, Purchasing Manager via email at ebachelor@livonia.gov. No phone calls will be accepted. All other provisions of the bid remain the same. The due date remains the same. Return the addendum acknowledgement with your bid response.

ADDENDUM NO.1 – BUILDING CONTROLS UPGRADE - ACKNOWLEDGEMENT

Company Name: Havel, a Division of Shambaugh & Son, LP

Signature: 

Title: Senior VP

Print Name: Cale Campbell Date 01/10/2023



Date: December 12, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No 2 - Building Controls Upgrade

Addendum No. 2 is being issued to change the due date for receiving proposal responses. **Please be advised that the new due date is 2:00 p.m., January 10, 2023.** Responses to questions received by vendors are forthcoming.

Bid submissions must be submitted via the MITN website (www.mitn.info) as an Adobe PDF File. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their proposal response. Any further questions or clarifications desired by vendors shall be submitted in writing to Enna Bachelor, Purchasing Manager via email at ebachelor@livonia.gov. No phone calls will be accepted.

ADDENDUM NO.1 – BUILDING CONTROLS UPGRADE - ACKNOWLEDGEMENT

Company Name: Havel, a Division of Shambaugh & Son, LP

Signature: 

Title: Senior VP

Print Name: Cale Campbell Date 01/10/2023



Date: December 15, 2022
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 3 – BUILDING CONTROLS UPGRADE

Addendum No. 3 is being issued to respond to questions received from vendors. Responses are attached to the addendum cover page. All other provisions of the RFP remain the same. The due date remains the same.

Return the addendum acknowledgement with your bid response.

ADDENDUM NO. 3 – BUILDING CONTROLS UPGRADE - ACKNOWLEDGEMENT

Company Name: Havel, a Division of Shambaugh & Son, LP

Signature: 

Title: Senior VP

Print Name: Cale Campbell Date 01/10/2023

January 18, 2023

Mr. Jacob Rushlow, P.E. Assistant Director of Public Works
City of Livonia
12973 Farmington Road
Livonia, MI 48150

Re: **Building Controls Upgrades
Bid Proposal Review**

Dear Mr. Rushlow:

Sealed bids for the Building Controls Upgrade project were received by the City Clerk and publicly read aloud on January 10, 2023 via Webex at 10:00 am. Bids were received from two (2) contractors that ranged from \$960,991 to \$1,695,500 along with associated unit prices and alternates, summary attached. We have reviewed the bids, previous experiences, and references of these two bidders.

Contractor	Total Base Bid	Alternate 1	Total Contract Amount
Havel.	\$ 960,991	\$ 20,871	\$ 981,862
MCMI	\$ 1,695,500	\$ 42,950	\$ 1,738,450

The Architect's estimate of probable construction costs was \$750,000. The project scope is to provide a controls front end that connects to existing building controls, allowing for building management to occur from one system. The upgrades involve four sites: Police Station, Civic Center Library, Sandburg Library, and the Court House. Alternate work consists of inclusion of chilled water unit at Civic Center Library.

Based on discussions with Havel's references provided, it appears they are qualified for and capable of performing the work involved with the construction of this project.

If you wish to discuss this evaluation, please call me at 734-466-4475.

Sincerely,
OHM ADVISORS



Christopher Ozog, AIA
Project Manager



LETTER TO THE LIVONIA CITY COUNCIL

14.

Council Office
February 1, 2023

MEETING DATE

R021323

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

REQUEST TO OVERRIDE THE 80/20 HARD CAP: Council President, Jim Jolly, re: in connection with the increase of the City of Livonia employee health insurance rate premiums for 2023.

BACKGROUND

At the request of Council President Jim Jolly, a request to override the 80/20 hard cap, in connection with the increase of the City of Livonia employee health insurance rate premiums for 2023.

RECOMMENDATION

To discuss as presented.

FISCAL CONSIDERATION

ATTACHMENTS

None

APPROVED BY



LETTER TO THE LIVONIA CITY COUNCIL

15.

Law
January 25, 2023

MEETING DATE

R021323

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for a twenty-foot-wide sanitary sewer secured without monetary consideration from LS Equity, LLC (29320 Plymouth Road), in the Southwest 1/4 of Section 57. Parcel ID #46-099-99-0007-009.

BACKGROUND

We are transmitting for Council acceptance of a Grant of Easement, secured without monetary consideration, from LS Equity, LLC, for public utility easement in the Southwest 1/4 of Section 25, in connection with the sanitary sewer constructed within the Shoppes of Livonia development.

This document, recently received from the Engineering Division, has been approved as to form by the Department of Law and the legal description approved by the Engineering Division. A map prepared by the Engineering Division is attached indicating the location of the proposed subject conveyance.

Should the Council determine to accept the aforesaid Grant of Easement, the following proposed resolution is submitted for the Council's consideration:

RESOLVED, that having considered a communication from the Department of Law, dated January 25, 2023, approved for submission by the Mayor, transmitting for Council acceptance of a Grant of Easement from LS Equity, LLC, executed by Frank Jarbou, Its Managing Member, for a public utility easement in connection with the construction of a sanitary sewer at the subject location in the Southwest 1/4 of Section 25, more particularly described as:

20-Foot Wide Sanitary Sewer Easement

Commencing at the southwest corner of Section 25, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan; thence N 02°28'10" W (Recorded as N 00°33'50" E), 59.95 feet along the west line of said Section 25, lying in Middlebelt Road (120 feet wide); thence N 87°18'25" E, 488.65 feet along the north right-of-way line of Plymouth Road (120 feet wide) for a PLACE OF BEGINNING; thence N 02°24'36" W, 439.50 feet; thence S 87°31'50" W, 274.77 feet; thence N 02°31'33" W, 246.96 feet; thence N 87°28'27" E, 20.00 feet; thence S 02°31'33" E, 226.98 feet; thence N 87°31'50" E, 274.81 feet; thence S 02°24'36" E., 459.42 feet; thence S N 87°18'25" W, 20.00 feet along the north right-of-way line of said Plymouth Road to the PLACE OF BEGINNING.

See Attached Sanitary Sewer Easement Sketch

The Council does hereby, for and on behalf of the City of Livonia, accept the aforesaid Grant of Easement and the City Clerk is hereby requested to have the same recorded in the Office of the Register of Deeds and to do all other things necessary or incidental to fulfill the purpose of this resolution.

RECOMMENDATION

Accept Grant of Easement

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Shoppes of Livonia - Grant of Easement Sanitary Sewer

APPROVED BY



Paul Bernier, City Attorney

Date: January 25, 2023



Maureen Miller Brosnan, Mayor

Date: January 26, 2023

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

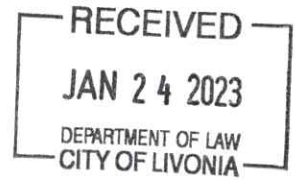
DAVID W. LEAR, P.E.
Assistant City Engineer



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

MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
Director of Public Works



January 23, 2023

Department of Law
City of Livonia

**Re: Public Utility Easement for Sanitary Sewer
Shoppes of Livonia, 29320 Plymouth Road
S.W. ¼ of Section 25**

Ladies and Gentlemen:

Transmitted herewith is the signed Grant of Easement received from LS Equity, LLC, for a public utility easement in the S.W ¼ of Section 25. The above easement was required by this office in connection with the sanitary sewer constructed within the Shoppes of Livonia development.

The legal description contained in the instrument meets with the approval of this office. In addition, we are attaching herewith a map showing the proposed conveyance.

Please review the instrument as to form and forward same to the City Council for their acceptance.

Should you have any questions, please feel free to contact this office.

Sincerely,

Todd J. Zilincik, P.E.
City Engineer

TJZ:kjw
Attachment

cc: LS Equity, LLC, 812 S. Main St., Royal Oak, MI 48067
DPW
File

GRANT OF EASEMENT
Tax I.D. No. 46-099-99-0007-009
29320 Plymouth Road
Livonia, Michigan 48150

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, between LS Equity, LLC, a Michigan limited liability company (Grantor), whose street number and address is 812 S. Main Street, Royal Oak, Michigan 48067 and the CITY OF LIVONIA, a Michigan municipal corporation (Grantee), whose street number and post office address is 33000 Civic Center Drive, Livonia, Michigan, 48154.

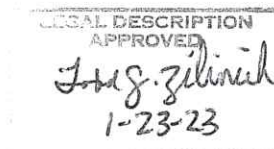
WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee, the receipt of which is hereby confessed and acknowledged, does by these presents grant unto Grantee, its successors and assigns an easement for the purpose of installing and maintaining a sanitary sewer, in, unto and upon that certain piece of land situated in the City of Livonia, County of Wayne and State of Michigan, described as follows:

PARCEL ID: 46-099-99-0007-009

PROPERTY ADDRESS: 29320 Plymouth Road

EASEMENT DESCRIPTION:



20- Foot Wide Sanitary Sewer Easement

Commencing at the southwest corner of Section 25, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan; thence N 02°28'10" W (Recorded as N 00°33'50" E) 59.95 feet along the west line of said Section 25, lying in Middlebelt Road (120 feet wide); thence N 87°18'25" E, 488.65 feet along the north right-of-way line of Plymouth Road (120 feet wide) for a PLACE OF BEGINNING; thence N 02°24'36" W, 439.50 feet; thence S 87°31'50" W, 274.77 feet; thence N 02°31'33" W, 246.96 feet; thence N 87°28'27" E, 20.00 feet; thence S 02°31'33" E, 226.98 feet; thence N 87°31'50" E, 274.81 feet; thence S 02°24'36" E, 459.42 feet; thence S 87°18'25" W, 20.00 feet along the north right-of-way line of said Plymouth Road to the PLACE OF BEGINNING.

See Attached Sanitary Sewer Easement Sketch

Including the right of access for the Grantee to go over and upon that part of said piece of land of the Grantor, for the purpose of installing, repairing and maintaining said sanitary sewer of the Grantee providing that the granting of the above easement does not vest in the Grantee authority to use any portion of said property for any purpose other than herein designated; provided also, that this easement shall continue only for such period of time as the Grantee, its successors and assigns, shall maintain said public utility. Any restoration of property by the Grantee necessitated by sanitary sewer installation, repair and maintenance shall be limited to backfilling the excavation and establishment of grass. It shall exclude all

other improvements such as paved surfaces, corresponding sub-base materials, plants, trees, flower beds, electrical lines and lights, boulders and any other miscellaneous items located within the sanitary sewer easement.

IT IS UNDERSTOOD AND AGREED, as a part of the consideration for the granting of the above easement, that the Grantee will use every effort possible to leave the premises in as good condition as at present.

IT WITNESS WHEREOF, the said Grantors have executed this Easement and Dedication the day and year above written.

GRANTOR:

LS Equity, LLC
a Michigan limited liability company

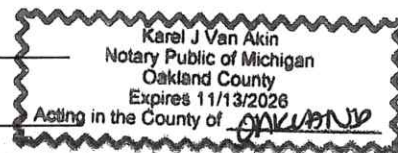
By: Frank Jarbou
Frank Jarbou
Its: Managing Member

GRANT OF EASEMENT

STATE OF MICHIGAN)
 OAKLAND) ss.
COUNTY OF ~~WAYNE~~)

On this 16th day of February, 2022, before me personally appeared Frank Jarbou, the Managing Member of LS Equity, 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.

Karel J Van Akin
Notary Public,
My Commission expires: _____

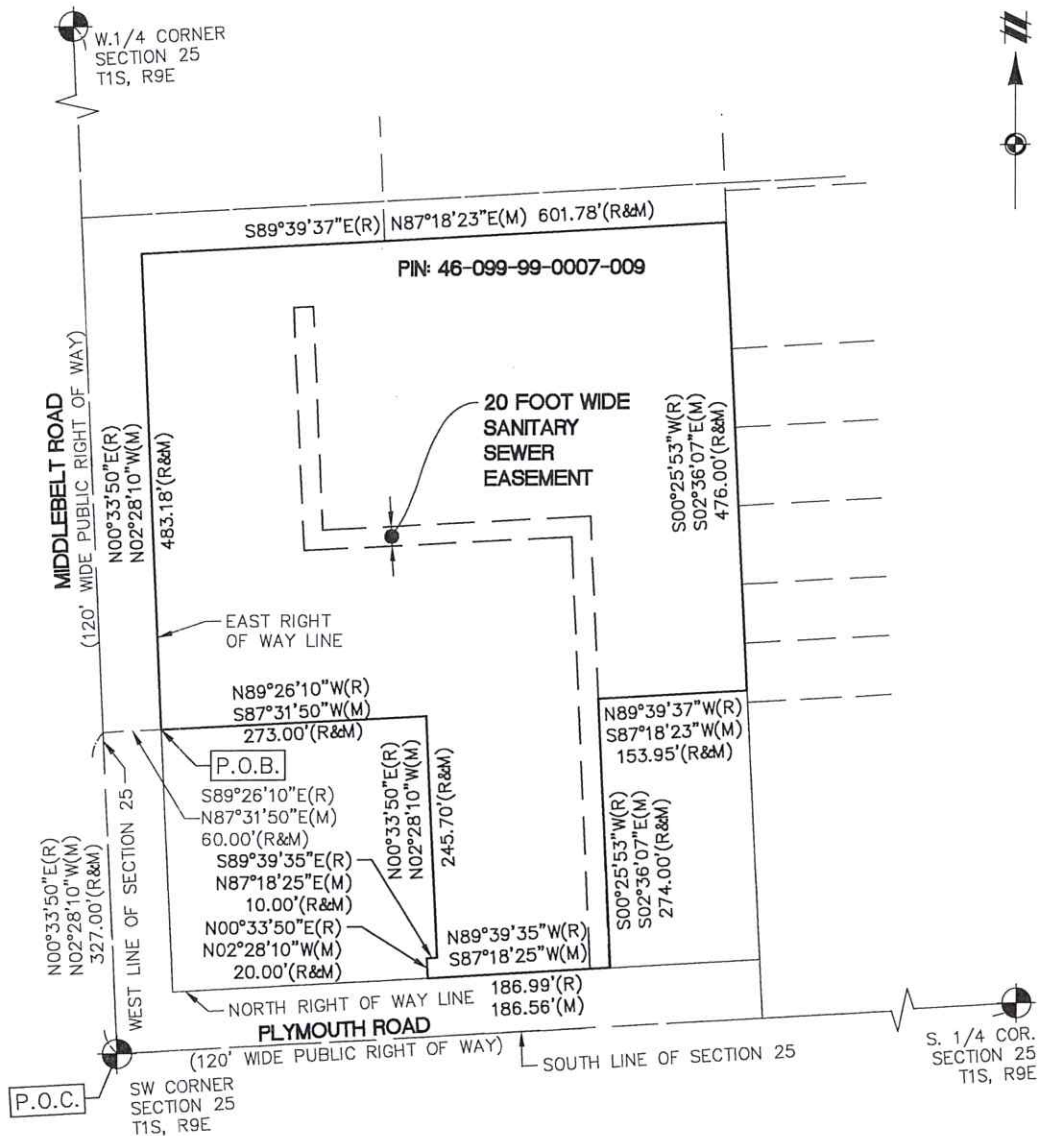


Prepared by: Todd J. Zilincik, P.E.
City Engineer
Engineering Division
12973 Farmington Road
Livonia, Michigan 48150

Approved as to form:
DEPARTMENT OF LAW

Dated: _____

When recorded, return to: OFFICE OF THE CITY CLERK, 33000 Civic Center Drive,
Livonia, Michigan 48154



LEGEND	
	SECTION CORNER
P.O.C.	PLACE OF COMMENCEMENT
P.O.B.	PLACE OF BEGINNING
(R)	RECORDED
(M)	MEASURED

PIN: 46-099-99-0007-009
MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.

CLIENT SYMMETRY PROP. MNGMT. & REALTY, INC.		JOB: 18003853	CAD EA-06
SKETCH & DESCRIPTION OF A 20 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST CITY OF LIVONIA WAYNE COUNTY, MICHIGAN		DR. AT	CH. ME
		BOOK NA	PG. NA
		SHEET 01 OF 03	DATE: 02/02/2022
		FILE CODE: EA-06	
SCALE: 1 INCH = 150 FEET		 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48078 248.447.2000	

DESCRIPTION OF A 7.744 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN (AS-SURVEYED BY ATWELL):

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 327.00 FEET ALONG THE WEST LINE OF SAID SECTION 25, LYING IN MIDDLEBELT ROAD (120 FEET WIDE); THENCE N87°31'50"E (RECORDED AS S89°26'10"E) 60.00 FEET FOR A PLACE OF BEGINNING; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 483.18 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MIDDLEBELT ROAD; THENCE N87°18'23"E (RECORDED AS S89°39'37"E) 601.78 FEET; THENCE S02°36'07"E (RECORDED AS S00°25'53"W) 476.00 FEET; THENCE S87°18'23"W (RECORDED AS N89°39'37"W) 153.95 FEET; THENCE S02°36'07"E (RECORDED AS S00°25'53"W) 274.00 FEET; THENCE S87°18'25"W 186.56 FEET (RECORDED AS N89°39'35"W 186.99 FEET) ALONG THE NORTH RIGHT-OF-WAY LINE OF PLYMOUTH ROAD (120 FEET WIDE); THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 20.00 FEET; THENCE N87°18'25"E (RECORDED AS S89°39'35"E) 10.00 FEET; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 245.70 FEET; THENCE S87°31'50"W (RECORDED AS N89°26'10"W) 273.00 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 25, CONTAINING 7.744 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

DESCRIPTION OF A 20 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 59.95 FEET ALONG THE WEST LINE OF SAID SECTION 25, LYING IN MIDDLEBELT ROAD (120 FEET WIDE); THENCE N87°18'25"E 488.65 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF PLYMOUTH ROAD (120 FEET WIDE) FOR A PLACE OF BEGINNING; THENCE N02°24'36"W 439.50 FEET; THENCE S87°31'50"W 274.77 FEET; THENCE N02°31'33"W 246.96 FEET; THENCE N87°28'27"E 20.00 FEET; THENCE S02°31'33"E 226.98 FEET; THENCE N87°31'50"E 274.81 FEET; THENCE S02°24'36"E 459.42 FEET; THENCE THENCE S87°18'25"W 20.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PLYMOUTH ROAD TO THE PLACE OF BEGINNING.

PIN: 46-099-99-0007-009

MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.

CLIENT SYMMETRY PROP. MNGMNT. & REALTY, INC.	JOB: 18003853	CAD EA-06
SKETCH & DESCRIPTION OF A 20 FOOT WIDE SANITARY SEWER EASEMENT LOCATED IN	DR. AT	CH. ME
SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST CITY OF LIVONIA WAYNE COUNTY, MICHIGAN	BOOK NA	PG. NA
	SHEET 03 OF 03	DATE: 02/02/2022
	FILE CODE: EA-06	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		



LETTER TO THE LIVONIA CITY COUNCIL

16.

Law
January 25, 2023

MEETING DATE

R021323

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

ACCEPTANCE OF GRANT OF EASEMENT: Department of Law, re: for a twelve-foot-wide water main secured without monetary consideration from LS Equity, LLC (29320 Plymouth Road), in the Southwest 1/4 of Section 25. Parcel ID #46-099-99-0007-009.

BACKGROUND

RESOLVED, that having considered a communication from the Department of Law, dated January 25, 2023, approved for submission by the Mayor, transmitting for Council acceptance of a Grant of Easement from LS Equity, LLC, executed by Frank Jarbou, Its Managing Member, for a public utility easement in connection with the construction of a water main at the subject location in the Southwest 1/4 of Section 25, more particularly described as:

12-Foot Wide Water Main Easement

Commencing at the southwest corner of Section 25, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan; thence N 02°28'10" W (Recorded as N 00°33'50" E) 327.00 feet along the west line of said Section 25, lying in Middlebelt Road (120 feet wide); thence N 87°31'50" E, (Recorded as S 89°26'10" E) 60.00 feet; thence N 02°28'10" W (Recorded as N 00°33'50" E) 448.83 feet along the east right-of-way line of said Middlebelt Road for a PLACE OF BEGINNING; thence continuing N 02°28'10" W (Recorded as N 00°33'50" E) 12.00 feet along the east right-of-way line of said Middlebelt Road; thence N 87°32'19" E, 482.89 feet; thence S 47°31'33" E, 115.47 feet; thence S 02°31'33" E, 5.41 feet; thence N 87°28'27" E, 24.64 feet; thence S 02°31'33" E, 12.00 feet; thence S 87°28'27" W, 24.64 feet; thence S 02°31'33" E, 194.67 feet; thence S 42°36'43" W, 40.10 feet; thence S 87°38'39" W, 84.77 feet; thence S 42°38'06" W, 24.88 feet; thence S 02°24'36" E, 386.53 feet; thence S 87°18'25" W, 12.00 feet along the north right-of-way line of Plymouth Road (120 feet wide); thence N 02°24'36" W, 19.86 feet; thence S 87°35'51" W, 26.97 feet; thence N 02°24'09" W, 12.00 feet; thence N 87°35'51" E, 26.96 feet; thence N 02°24'36" W, 359.71 feet; thence N 42°38'06" E, 8.02 feet; thence N 47°21'54" W, 52.25 feet; thence N 42°38'06" E, 12.00 feet; thence S 47°21'54" E, 52.25 feet; thence N 42°38'06" E, 14.81 feet; thence N 87°38'39" E, 84.76 feet; thence N 42°36'43" E, 30.14 feet; thence N 02°31'33" W, 202.12 feet; thence N 47°31'33" W, 105.54 feet; thence N 87°32'19" W, 343.84 feet; thence S 02°31'33" E, 21.12 feet; thence S 87°28'27" W, 12.00 feet; thence N 02°31'33" W, 21.13 feet; thence S 87°32'19" W, 122.09 feet to the PLACE OF BEGINNING.

THE COUNCIL DOES HEREBY, FOR AND ON BEHALF OF THE CITY OF LIVONIA, ACCEPT THE AFORESAID GRANT OF EASEMENT AND THE CITY CLERK IS HEREBY REQUESTED TO HAVE THE SAME RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND TO DO ALL OTHER THINGS NECESSARY OR INCIDENTAL TO FULFILL THE PURPOSE OF THIS RESOLUTION.

RECOMMENDATION

Accept Grant of Easement

FISCAL CONSIDERATION

None

ATTACHMENTS

1. Shoppes of Livonia - Grant of Easement Water Main

APPROVED BY



Paul Bernier, City Attorney

Date: January 25, 2023



Maureen Miller Brosnan, Mayor

Date: January 26, 2023

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
City Engineer

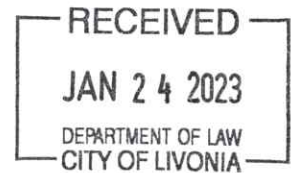
DAVID W. LEAR, P.E.
Assistant City Engineer



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

MAUREEN MILLER BROSNAN
MAYOR

DONALD R. ROHRAFF
Director of Public Works



January 23, 2023

Department of Law
City of Livonia

**Re: Public Utility Easement for Water Main
Shoppes of Livonia, 29320 Plymouth Road
S.W. ¼ of Section 25**

Ladies and Gentlemen:

Transmitted herewith is the signed Grant of Easement received from LS Equity, LLC, for a public utility easement in the S.W ¼ of Section 25. The above easement was required by this office in connection with the water main constructed within the Shoppes of Livonia development.

The legal description contained in the instrument meets with the approval of this office. In addition, we are attaching herewith a map showing the proposed conveyance.

Please review the instrument as to form and forward same to the City Council for their acceptance.

Should you have any questions, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "Todd J. Zilincik".

Todd J. Zilincik, P.E.
City Engineer

TJZ:kjw
Attachment

cc: LS Equity, LLC, 812 S. Main St., Royal Oak, MI 48067
DPW
File

GRANT OF EASEMENT
Tax I.D. No. 46-099-99-0007-009
29320 Plymouth Road
Livonia, Michigan 48150

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, 20____, between LS Equity, LLC, a Michigan limited liability company (Grantor), whose street number and address is 812 S. Main Street, Royal Oak, Michigan 48067 and the CITY OF LIVONIA, a Michigan municipal corporation (Grantee), whose street number and post office address is 33000 Civic Center Drive, Livonia, Michigan, 48154.

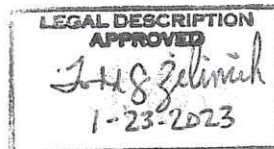
WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) paid by the Grantee, the receipt of which is hereby confessed and acknowledged, does by these presents grant unto Grantee, its successors and assigns an easement for the purpose of installing and maintaining a water main, in, unto and upon that certain piece of land situated in the City of Livonia, County of Wayne and State of Michigan, described as follows:

PARCEL ID: 46-099-99-0007-009

PROPERTY ADDRESS: 29320 Plymouth Road

EASEMENT DESCRIPTION:



12- Foot Wide Water Main Easement

Commencing at the southwest corner of Section 25, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan; thence N 02°28'10" W (Recorded as N 00°33'50" E) 327.00 feet along the west line of said Section 25, lying in Middlebelt Road (120 feet wide); thence N 87°31'50" E, (Recorded as S 89°26'10" E) 60.00 feet; thence N 02°28'10" W (Recorded as N 00°33'50" E) 448.83 feet along the east right-of-way line of said Middlebelt Road for a PLACE OF BEGINNING; thence continuing N 02°28'10" W (Recorded as N 00°33'50" E) 12.00 feet along the east right-of-way line of said Middlebelt Road; thence N 87°32'19" E, 482.89 feet; thence S 47°31'33" E, 115.47 feet; thence S 02°31'33" E, 5.41 feet; thence N 87°28'27" E, 24.64 feet; thence S 02°31'33" E, 12.00 feet; thence S 87°28'27" W, 24.64 feet; thence S 02°31'33" E, 194.67 feet; thence S 42°36'43" W, 40.10 feet; thence S 87°38'39" W, 84.77 feet; thence S 42°38'06" W, 24.88 feet; thence S 02°24'36" E, 386.53 feet; thence S 87°18'25" W, 12.00 feet along the north right-of-way line of Plymouth Road (120 feet wide); thence N 02°24'36" W, 19.86 feet; thence S 87°35'51" W, 26.97 feet; thence N 02°24'09" W, 12.00 feet; thence N 87°35'51" E, 26.96 feet; thence N 02°24'36" W, 359.71 feet; thence N 42°38'06" E, 8.02 feet; thence N 47°21'54" W, 52.25 feet; thence N 42°38'06" E, 12.00 feet; thence S 47°21'54" E, 52.25 feet; thence N 42°38'06" E, 14.81 feet; thence N 87°38'39" E, 84.76 feet; thence N 42°36'43" E, 30.14 feet; thence N 02°31'33" W, 202.12 feet; thence N 47°31'33" W, 105.54 feet; thence S 87°32'19" W, 343.84 feet; thence S 02°31'33" E, 21.12 feet; thence S 87°28'27" W, 12.00 feet; thence N 02°31'33" W, 21.13 feet; thence; S 87°32'19" W, 122.09 feet to the PLACE OF BEGINNING.

See Attached Water Main Easement Sketch

Including the right of access for the Grantee to go over and upon that part of said piece of land of the Grantor, for the purpose of installing, repairing and maintaining said water main of the Grantee providing that the granting of the above easement does not vest in the Grantee authority to use any portion of said property for any purpose other than herein designated; provided also, that this easement shall continue only for such period of time as the Grantee, its successors and assigns, shall maintain said public utility. Any restoration of property by the Grantee necessitated by water main installation, repair and maintenance shall be limited to backfilling the excavation and establishment of grass. It shall exclude all other improvements such as paved surfaces, corresponding sub-base materials, plants, trees, flower beds, electrical lines and lights, boulders and any other miscellaneous items located within the water main easement.

IT IS UNDERSTOOD AND AGREED, as a part of the consideration for the granting of the above easement, that the Grantee will use every effort possible to leave the premises in as good condition as at present.

IT WITNESS WHEREOF, the said Grantors have executed this Easement and Dedication the day and year above written.

GRANTOR:

LS Equity, LLC

a Michigan limited liability company

By: Frank Jarbou
Frank Jarbou
Its: Managing Member

GRANT OF EASEMENT

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.
~~WAYNE~~)

On this 16th day of February, 2022, before me personally appeared Frank Jarbou, the Managing Member of LS Equity, 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.

Karel J Van Akin
Notary Public,
My Commission expires: _____

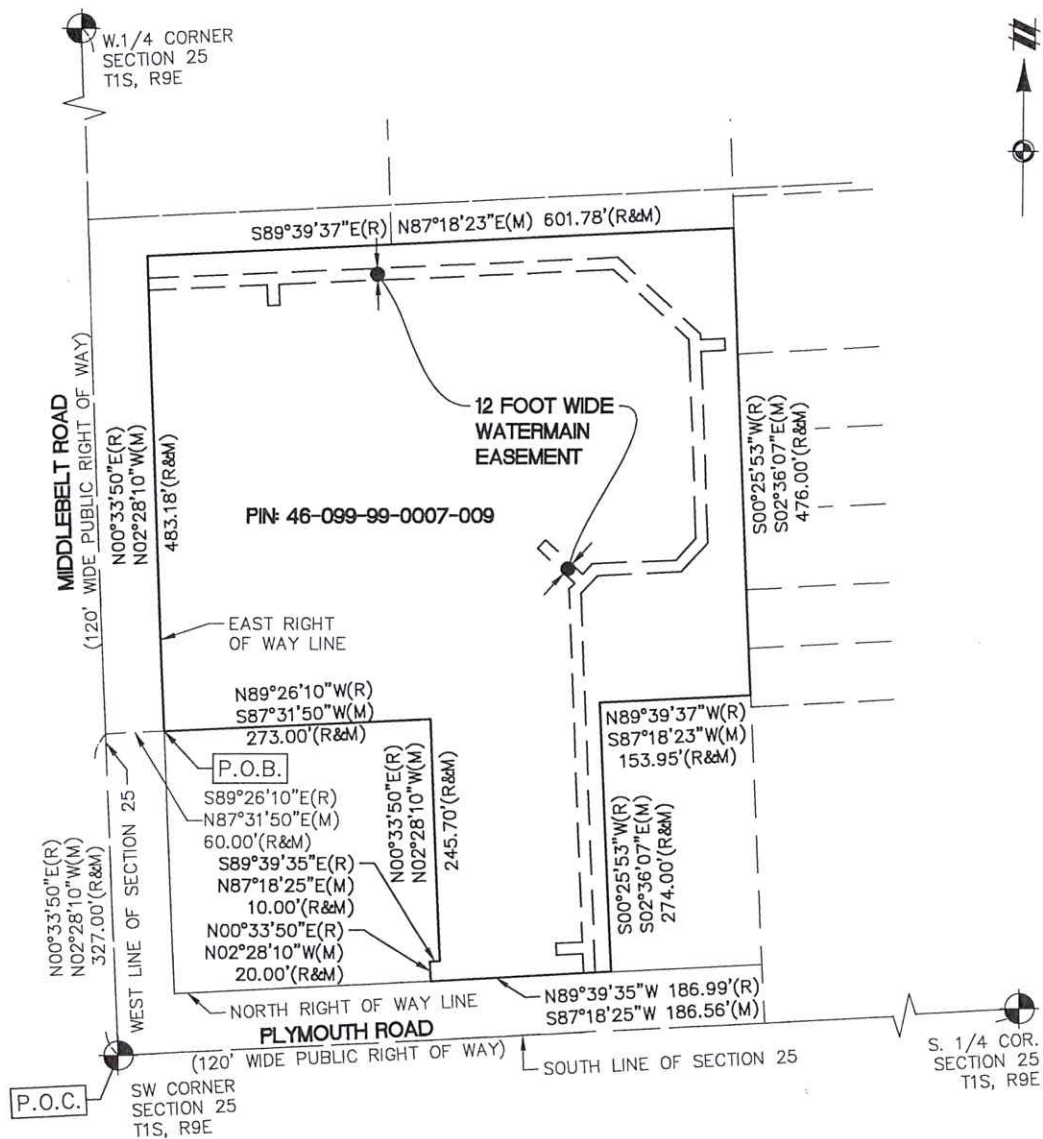


Prepared by: Todd J. Zilincik, P.E.
City Engineer
Engineering Division
12973 Farmington Road
Livonia, Michigan 48150

Approved as to form:
DEPARTMENT OF LAW

Dated: _____

When recorded, return to: OFFICE OF THE CITY CLERK, 33000 Civic Center Drive,
Livonia, Michigan 48154



LEGEND	
	SECTION CORNER
P.O.C.	PLACE OF COMMENCEMENT
P.O.B.	PLACE OF BEGINNING
(R)	RECORDED
(M)	MEASURED

PIN: 46-099-99-0007-009
MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET.

CLIENT SYMMETRY PROP. MNGMT. & REALTY, INC.		JOB: 18003853	CAD EA-07
SKETCH & DESCRIPTION OF A 12 FOOT WIDE WATERMAIN EASEMENT LOCATED IN SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST CITY OF LIVONIA WAYNE COUNTY, MICHIGAN		DR. AT	CH. ME
		BOOK NA	PG. NA
		SHEET 01 OF 03	DATE: 02/02/2022
		FILE CODE: EA-07	
SCALE: 1 INCH = 150 FEET		ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	

DESCRIPTION OF A 7.744 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN (AS-SURVEYED BY ATWELL):

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 327.00 FEET ALONG THE WEST LINE OF SAID SECTION 25, LYING IN MIDDLEBELT ROAD (120 FEET WIDE); THENCE N87°31'50"E (RECORDED AS S89°26'10"E) 60.00 FEET FOR A PLACE OF BEGINNING; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 483.18 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MIDDLEBELT ROAD; THENCE N87°18'23"E (RECORDED AS S89°39'37"E) 601.78 FEET; THENCE S02°36'07"E (RECORDED AS S00°25'53"W) 476.00 FEET; THENCE S87°18'23"W (RECORDED AS N89°39'37"W) 153.95 FEET; THENCE S02°36'07"E (RECORDED AS S00°25'53"W) 274.00 FEET; THENCE S87°18'25"W 186.56 FEET (RECORDED AS N89°39'35"W 186.99 FEET) ALONG THE NORTH RIGHT-OF-WAY LINE OF PLYMOUTH ROAD (120 FEET WIDE); THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 20.00 FEET; THENCE N87°18'25"E (RECORDED AS S89°39'35"E) 10.00 FEET; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 245.70 FEET; THENCE S87°31'50"W (RECORDED AS N89°26'10"W) 273.00 FEET TO THE PLACE OF BEGINNING, BEING A PART OF THE SOUTHWEST 1/4 OF SAID SECTION 25, CONTAINING 7.744 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS AND EXCEPTIONS OF RECORD, IF ANY.

DESCRIPTION OF A 12 FOOT WIDE WATERMAIN EASEMENT LOCATED IN THE SOUTHWEST 1/4 OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 327.00 FEET ALONG THE WEST LINE OF SAID SECTION 25, LYING IN MIDDLEBELT ROAD (120 FEET WIDE); THENCE N87°31'50"E (RECORDED AS S89°26'10"E) 60.00 FEET; THENCE N02°28'10"W (RECORDED AS N00°33'50"E) 448.83 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MIDDLEBELT ROAD FOR A PLACE OF BEGINNING; THENCE CONTINUING N02°28'10"W (RECORDED AS N00°33'50"E) 12.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MIDDLEBELT ROAD; THENCE N87°32'19"E 482.89 FEET; THENCE S47°31'33"E 115.47 FEET; THENCE S02°31'33"E 5.41 FEET; THENCE N87°28'27"E 24.64 FEET; THENCE S02°31'33"E 12.00 FEET; THENCE S87°28'27"W 24.64 FEET; THENCE S02°31'33"E 194.67 FEET; THENCE S42°36'43"W 40.10 FEET; THENCE S87°38'39"W 84.77 FEET; THENCE S42°38'06"W 24.88 FEET; THENCE S02°24'36"E 386.53 FEET; THENCE S87°18'25"W 12.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF PLYMOUTH ROAD (120 FEET WIDE); THENCE N02°24'36"W 19.86 FEET; THENCE S87°35'51"W 26.97 FEET; THENCE N02°24'09"W 12.00 FEET; THENCE N87°35'51"E 26.96 FEET; THENCE N02°24'36"W 359.71 FEET; THENCE N42°38'06"E 8.02 FEET; THENCE N47°21'54"W 52.25 FEET; THENCE N42°38'06"E 12.00 FEET; THENCE S47°21'54"E 52.25 FEET; THENCE N42°38'06"E 14.81 FEET; THENCE N87°38'39"E 84.76 FEET; THENCE N42°36'43"E 30.14 FEET; THENCE N02°31'33"W 202.12 FEET; THENCE N47°31'33"W 105.54 FEET; THENCE S87°32'19"W 343.84 FEET; THENCE S02°31'33"E 21.12 FEET; THENCE S87°28'27"W 12.00 FEET; THENCE N02°31'33"W 21.13 FEET; THENCE S87°32'19"W 122.09 FEET TO THE PLACE OF BEGINNING.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N02°28'10"W(M) N00°33'50"E(R)	12.00'
L2	N87°32'19"E	482.89'
L3	S47°31'33"E	115.47'
L4	S02°31'33"E	5.41'
L5	N87°28'27"E	24.64'
L6	S02°31'33"E	12.00'
L7	S87°28'27"W	24.64'
L8	S02°31'33"E	194.67'
L9	S42°36'43"W	40.10'
L10	S87°38'39"W	84.77'
L11	S42°38'06"W	24.88'

LINE TABLE		
LINE #	BEARING	LENGTH
L12	S02°24'36"E	386.53'
L13	S87°18'25"W	12.00'
L14	N02°24'36"W	19.86'
L15	S87°35'51"W	26.97'
L16	N02°24'09"W	12.00'
L17	N87°35'51"E	26.96'
L18	N02°24'36"W	359.71'
L19	N42°38'06"E	8.02'
L20	N47°21'54"W	52.25'
L21	N42°38'06"E	12.00'
L22	S47°21'54"E	52.25'

LINE TABLE		
LINE #	BEARING	LENGTH
L23	N42°38'06"E	14.81'
L24	N87°38'39"E	84.76'
L25	N42°36'43"E	30.14'
L26	N02°31'33"W	202.12'
L27	N47°31'33"W	105.54'
L28	S87°32'19"W	343.84'
L29	S02°31'33"E	21.12'
L30	S87°28'27"W	12.00'
L31	N02°31'33"W	21.13'
L32	S87°32'19"W	122.09'

CLIENT SYMMETRY PROP. MNGMNT. & REALTY, INC. SKETCH & DESCRIPTION OF A 12 FOOT WIDE WATERMAIN EASEMENT LOCATED IN SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST CITY OF LIVONIA WAYNE COUNTY, MICHIGAN	JOB: 18003853 DR. AT BOOK NA SHEET 03 OF 03 FILE CODE: EA-07	CAD EA-07 CH. ME PG. NA DATE: 02/02/2022
	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000	



LETTER TO THE LIVONIA CITY COUNCIL

17.

Law
January 25, 2023

MEETING DATE

R021323

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

REQUEST TO SCHEDULE A CLOSED COMMITTEE OF THE WHOLE MEETING: Department of Law, re: for the purpose of discussing pending litigation and attorney/client privileged communications with respect to Andrew Mathews v P.O. Tamer; U.S. District Court Case No. 2:21-cv-10361.

BACKGROUND

It is respectfully requested that the Council, by a two-thirds roll call vote in accordance with Sections 7(1) and 8(d) of the Open Meetings Act, schedule a closed meeting of the Committee of the Whole for the purpose of discussing the subject pending litigation and attorney/client privileged communications.

The following individuals should be invited to the closed meeting: Mayor Maureen Miller Brosnan, City Attorney Paul A. Bernier, Assistant City Attorney Eric S. Goldstein, Finance Director Michael Slater and Jim Duffy, MMRMA.

It is respectfully suggested that this request be placed on the agenda for the regular meeting of February 13, 2023. Thank you very much.

RECOMMENDATION

Approve scheduling of Closed Committee of the Whole Meeting

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. R021323 LTC CCOW Request Andrews v Tamer

APPROVED BY

Paul Bernier, City Attorney

Date: January 25, 2023

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan". The script is cursive and fluid.

Date: January 26, 2023

Maureen Miller Brosnan, Mayor