

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 27, 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.

**1963rd Regular Meeting Agenda of the Council of the City of
Livonia Monday, February 27, 2023**

REVISED

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 February 13, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. [Communication from the Department of Finance, dated February 7, 2023, re: forwarding the Departmental Purchases Report, for the month ending January 31, 2023.](#)
- b. [Communication from the Department of Finance, dated February 7, 2023, re: forwarding Quarterly Investment Report for the City of Livonia for the quarter ending November 30, 2022.](#)

CONSENT AGENDA

- 1. [WAIVER PETITION: Planning Commission, re: Petition 2022-12-02-22 submitted by Uptown Cheapskate, requesting waiver use approval to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast ¼ of Section 2.](#)
- 2. [WAIVER PETITION: Planning Commission, re: Petition 2022-12-02-23, submitted by Individual Brewing Co. L.L.C., requesting waiver use approval to operate a Micro Brewer license including an on-premises tasting room \(1 For All Brewery\) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast ¼ of Section 31.](#)
- 3. [REQUEST TO APPROVE ANNUAL MAINTENANCE AND WARRANTY CONTRACT FROM SOLE SOURCE PROVIDER: City Clerk, re: Dominion Voting Systems for the annual maintenance and warranty work required on all election equipment for the period January 1, 2023, through December 31, 2023, as outlined in the State of Michigan and Wayne County bid for election equipment, from budgeted funds.](#)
- 4. [AWARD OF BID: Livonia Fire and Rescue, re: for the replacement of ballistic vests and helmets that are currently at their end of life, from budgeted funds.](#)

REVISED Agenda for the Regular Meeting of February 27, 2023

5. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 FORD F250 4X4 CREW CAB BATTALION CHIEF COMMAND VEHICLE: Livonia Fire and Rescue, re: to replace the current Command Vehicle, from budgeted funds.
6. REQUEST TO AMEND COUNCIL RESOLUTION 23-23: Civil Service Department, re: for the adjustment in compensation structure for the Deputy City Clerk and Deputy City Treasurer.
7. REQUEST TO ACCEPT QUOTATION FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE: Department of Finance, re: from Sun Life for the period of March 1, 2023, to February 28, 2026.
8. REQUEST TO APPROVE SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM THIRD PARTY CONTRACT FOR PERIOD OCTOBER 1, 2022, TO SEPTEMBER 30, 2023 BETWEEN THE CITY OF LIVONIA AND SMART: Livonia Housing Commission, re: grant funds to be used for the Livonia Community Transit Program to provide lift-equipped transportation for the senior and disabled residents of the City.
9. REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Works Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2023, through February 29, 2024, includes Cityworks Online, from budgeted funds.
10. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE THREE (3) 2023 FORD F250 PICKUP TRUCKS THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID CONSORTIUM: Public Works Division, re: for use by the Roads and Parks Departments, from budgeted funds.
11. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE TWO (2) TRAILER MOUNTED LEAF VACUUMS THROUGH THE MI DEAL STATE BID PROCESS: Public Works Division, re: to replace two current units, from budgeted funds.
12. REQUEST FOR AUTHORIZATION TO PURCHASE CAPITAL PLANNING SOFTWARE LICENSING AND MAINTENANCE THROUGH THE SOURCEWELL PURCHASING AGREEMENT: Department of Public Works, re: for strategic capital planning of building facility improvement projects, from budgeted funds.
13. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) WHIZ ROBOTIC VACUUM CLEANER SET WITH ATTACHMENTS THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE: Department of Public Works, re: for use by the Building Maintenance Department, from budgeted funds.

REVISED Agenda for the Regular Meeting of February 27, 2023

14. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Farmington Road from Orangelawn Avenue to Plymouth Road with the City's participation to be estimated at 9.075 , in the amount of \$118,936 from budgeted funds.
15. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Merriman Road from Schoolcraft Road to Five Mile Road with the proposed City's participation to be estimated at 9.075 , in the amount of \$182,912 from budgeted funds.
16. REQUEST TO EXTEND CONTRACT WITH MICHIGAN JOINT SEALING, INC.: Engineering Division, re: for the 2023 Joint and Crack Sealing Program (Contract 23-D) at the unit prices from the 2021 contract unit prices, from budgeted funds. (CR 107-21)
17. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH OHM ADVISORS (OHM) FOR DESIGN ENGINEERING SERVICES FOR THE 2023 WATER MAIN REPLACEMENT PROJECT; Engineering Division, re: same (CR 336-21).
18. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE PROPOSED 2023 SIDEWALK REPAIR PROGRAM BY EXTENDING CONTRACT 22-G UNIT PRICES WITH JOE ROTONDO CONSTRUCTION CORPORATION AND REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division, re: for Contract 23-G which includes 422 scattered locations throughout the City, as well as 128 locations in Sections 1 through 6.

UNFINISHED BUSINESS

19. APPOINTMENT OF ANNE MORRIS TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three-year term, which will expire on February 16, 2026.
20. REAPPOINTMENT OF LORA WEINGARDEN TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three-year term, which will expire on March 1, 2026.
21. ACCEPTANCE OF DONATIONS: Department of Parks and Recreation, re: cash and gifts from various contributors to be used for the purposes as designated by donors.
22. REQUEST TO ADOPT UPDATED PERFORMANCE RESOLUTION: Engineering Division, re: as requested by the Michigan Department of Transportation (MDOT) as verification that a governmental body will fulfill permit requirements for work performed on State Highways.

NEW BUSINESS

23. REQUEST FOR AN ADDITIONAL EXPENDITURE: Engineering Division, re: for the 2022 Concrete Road Program (Contract 22-C), in the not-to-exceed amount of \$1,467,000 and the new total not-to-exceed amount of \$6,464,997.21. (CR 88-22)

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.

a.



LETTER TO THE LIVONIA CITY COUNCIL

Finance
February 7, 2023

MEETING DATE

R022723

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated February 7, 2023, re: forwarding the Departmental Purchases Report, for the month ending January 31, 2023.

BACKGROUND

Finance Ordinance 3.04.130(A) requires that a report be provided to the governing body regarding departmental purchases that are between \$15,000 and \$19,999. Attached hereto are the departmental purchases that meet this criterion for the month ending January 31, 2023.

RECOMMENDATION

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

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. City Council - Receive and File Purchases - January 2023

APPROVED BY

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

Michael Slater, Finance Director

Date: February 07, 2023

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

Maureen Miller Brosnan, Mayor

Date: February 09, 2023

City of Livonia
City Council - Recieve and File Purchases

For Month of : **January 2023**

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Item #	Date	Department	Vendor	Item	Cost	Description
M	мкркнлно	t2ūōS	YīSāfSūā t2ūōS {dzLJfē	! YYdzylū2y'	Pmφīyyn'φ	CŠRŠūf φYY [dzSŠū
H	мкркнлно	t2ūōS	YīSāfSūā t2ūōS {dzLJfē	! YYdzylū2y'	Pmφīφol'nl	CŠRŠūf t'HHO wS'Y
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b.



LETTER TO THE LIVONIA CITY COUNCIL

Finance
February 7, 2023

MEETING DATE

R022723

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

b. Communication from the Department of Finance, dated February 7, 2023, re: forwarding Quarterly Investment Report for the City of Livonia for the quarter ending November 30, 2022.

BACKGROUND

Public Act 213 of 2007 requires that a quarterly written report shall be provided to the governing body regarding the investment of public funds. Attached for Council's information is a summary of investments for the City of Livonia as of November 30, 2022. All investments are in compliance with the City's Investment Policy and Michigan Public Act 20.

RECOMMENDATION

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

FISCAL CONSIDERATION

N/A

ATTACHMENTS

1. 2022 Quarterly Investments - 4th Quarter

APPROVED BY

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

Michael Slater, Finance Director

Date: February 07, 2023

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

Maureen Miller Brosnan, Mayor

Date: February 09, 2023

**SCHEDULE OF POOLED CASH HELD
AS OF
November 30, 2022**

11/30/22	Comerica Bank	Money Mkt, Pooled, etc.	9,534,094.16
11/30/22	Flagstar	Money Market	84,620.41
11/30/22	GovMic	PFM Asset Management	<u>20,404,045.07</u>
			<u>30,022,759.64</u>

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

DATE OF PURCHASE	DESCRIPTION	MATURITY DATE	HISTORICAL COST
06/21/19	#250 - FHLMC	3130A3KM5	819,264.00
09/16/19	#252 - USA Treasury	9128284U1	1,170,073.53
09/30/19	#253 - USA Treasury	912828VB3	1,005,664.06
10/31/19	#254 - FNMA	3135G0V34	1,083,610.50
11/15/19	#255 - USA Treasury	9128285K2	1,116,607.10
01/31/20	#256 - USA Treasury	912828Y61	1,125,138.67
02/21/20	#257 - FFCB	3133ELNW0	1,080,979.56
04/07/20	#262 - FHLB	313382AX1	1,046,110.00
06/24/20	#266 - FHLMC	3134GVV96	675,000.00
07/08/20	#267 - FHLMC	3134GV4S4	600,000.00
08/13/20	#269 - FHLMC	3134GWHR0	1,000,000.00
08/26/20	#270 - FNMA	3136G4V75	1,298,781.25
09/17/20	#271 - FNMA	3135G0X24	1,422,117.00
10/30/20	#272 - FNMA	3136G46A6	984,753.75
12/16/20	#273 - FNMA	3135G06M0	1,300,000.00
01/11/21	#274 - FHLB	3130AKK21	650,117.00
01/28/21	#275 - FNMA	3135GACA7	1,124,212.50
04/30/21	#277 - USA Treasury	9128286R6	697,408.59
05/26/21	#279 - FHLB	3130AMK92	1,500,000.00
07/02/21	#280 - STATE OF MI	594612BD4	1,261,584.00
08/24/21	#281 - USA Treasury	912828YH7	1,135,664.06
12/10/21	#283 - USA Treasury	912828Z29	607,314.51
02/24/22	#285 - USA Treasury	912828R28	1,004,143.98
03/25/22	#287 - USA Treasury	9128283D0	1,197,328.13
04/27/22	#288 - USA Treasury	9128284F4	996,097.10
06/30/22	#290 - USA Treasury	91282CEU1	1,088,616.97
09/09/22	#291 - USA Treasury	9128285J5	1,133,247.99
10/31/22	#292 - USA Treasury	91282CFA4	1,072,031.03
11/08/22	#293 - FHLB	3130AQBD4	923,319.00
11/16/22	#294 - FHLB	3130AJZ36	1,349,223.00
11/30/22	SECURITIES - TOTAL		31,468,407.27
11/30/22	SECURITIES - POOLED FUND		<u>42,934.18</u>
			<u>31,511,341.45</u>

CERTIFICATES OF DEPOSIT & TERM SECURITIES HELD
As of
November 30, 2022

DATE OF PURCHASE	CERTIFICATE HELD AT	PRINCIPAL AMOUNT	DATE OF MATURITY
06/22/22	PFM GovMIC	1,000,000.00	12/06/22
06/28/22	PFM GovMIC	2,000,000.00	12/13/22
07/05/22	PFM GovMIC	3,000,000.00	12/20/22
07/13/22	PFM GovMIC	2,000,000.00	12/27/22
07/20/22	PFM GovMIC	2,000,000.00	01/03/23
07/27/22	PFM GovMIC	1,000,000.00	01/10/23
07/26/22	INDEPENDENT	1,000,000.00	01/10/23
08/03/22	PFM GovMIC	3,000,000.00	01/17/23
08/09/22	PFM GovMIC	1,000,000.00	01/24/23
08/17/22	PFM GovMIC	1,000,000.00	01/31/23
08/23/22	PFM GovMIC	1,000,000.00	02/07/23
08/30/22	PFM GovMIC	2,000,000.00	02/14/23
09/07/22	PFM GovMIC	1,000,000.00	02/21/23
09/13/22	FLAGSTAR	2,000,000.00	02/28/23
09/20/22	PFM GovMIC	1,000,000.00	03/07/23
09/27/22	PFM GovMIC	2,000,000.00	03/14/23
10/05/22	PFM GovMIC	2,000,000.00	03/21/23
10/11/22	PFM GovMIC	3,000,000.00	03/28/23
10/18/22	PFM GovMIC	1,000,000.00	04/04/23
10/25/22	FLAGSTAR	2,000,000.00	04/11/23
11/01/22	PFM GovMIC	6,000,000.00	04/18/23
11/08/22	PFM GovMIC	2,000,000.00	04/25/23
11/08/22	FLAGSTAR	3,000,000.00	04/25/23
11/16/22	PFM GovMIC	1,000,000.00	05/02/23
		46,000,000.00	

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

4. WAIVER PETITION: Planning Commission, re: Petition 2022-12-02-22, submitted by Uptown Cheapskate, requesting waiver use approval to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast $\frac{1}{4}$ of Section 2.

Angela Moore, 15462 Grandville Ave, Detroit Mi, owner, presented the request to Council.

Councilmember Donovic offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Planning
February 1, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2022-12-02-22 submitted by Uptown Cheapskate, requesting waiver use approval to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast ¼ of Section 2.

BACKGROUND

February 1, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2022-12-02-22 - Uptown Cheapskate

Dear Council Members:

At the 1,194th Public Hearings and Regular Meeting held by the City Planning Commission on January 31, 2023, the following resolution was unanimously adopted:

RECOMMENDATION

#01-02-2023 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on January 17, 2023, on Petition 2022-12-02-22 submitted by Uptown Cheapskate requesting waiver use approval under Section 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended, in connection with a proposal to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast ¼ of Section 2, the Planning Commission does hereby recommend to the City Council that Petition 2022-12-02-22 be approved subject to the following conditions:

1. There shall be no outdoor sales, storage, or display of merchandise and no storage of merchandise or other materials in temporary or portable units, structures, trailers, or donation receptacles located on the exterior of the building.
2. This waiver use is limited to this user only and may be extended to a new user subject to approval by the City Council.

3. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
4. That no LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows, and
5. Per Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. The proposed use complies with all of the general waiver use standards and requirements as provided under Sections 13.13 and 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance, as amended.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2022-12-02-22_Minutes

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: February 02, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023

Petition 2022-12-02-22 submitted by Uptown Cheapskate requesting waiver use approval under Section 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended, in connection with a proposal to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast ¼ of Section 2.

**CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL**

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications must include property owner's name, address and notarized signature.

For filing fee see below for computation

Date Filed: 12-9-22 Petition 2022-12-02-22
Site Address: 29508 SEVEN MILE Sidwell _____ Zoning of Property C-2
Requesting Approval To SALE OF RECYCLED MENS/WOMENS APPAREL AND ACCESSORIES
Applicant: ANGELA MOORE Business/Company: UPTOWN CHEAPSKATE
Applicant's Address: 15462 GRANDVILLE City: DETROIT State: MI Zip Code: 48223
Applicant's Phone # (313) 318-6496 Applicant's Email livonia@uptowncheapskate.com
Contact Person: SAME AS APPLICANT Business/Company: _____
Contact's Address: _____ City: _____ State: _____ Zip Code: _____
Contact's Phone # (____) _____ Contact's Email _____

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), **a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to planning@livonia.gov**
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) Three (3) completed application forms & **three (3)** sets of full-size drawings

RECEIVED
DEC 09 2022
CITY OF LIVONIA
PLANNING COMMISSION

You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.

FEE COMPUTATION	\$700.00 (\$400 publication fee plus \$300 base review fee) plus
_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft. plus \$30 per lot or unit for residential construction.	(NOTE: Round off to nearest 1,000) + _____
	Total Amount Due \$ _____

Owner of Property: Livonia Marketplace, LLC c/o Mid America Real Estate-Michigan, INC

Owner's Address: 38500 Woodward Ave Suite 100 City: Bloomfield Hills State: MI Zip Code: 48304

Owner's Phone # (248)855-6800 Owner's Email kthompson@midamericagrp.com

Signature of Own Karol Thompson Print Name: Karol Thompson, as agent for Livonia Marketplace, LLC
COMMISSION EXPIRES Jan 1, 2026
ACTING IN COUNTY OF Oakland

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

Michigan on this 30th day of November 20 22
Signature of Notary Laurie L. Bonka My commission expires 01/01/2026

Acting in the County of Oakland

RECEIVED
OFFICE OF THE CITY CLERK

2022 DEC -9 AM 11:09

New London Corporation dba Uptown Cheapskate-Livonia

Greetings, I would like to clarify the scope of my business.

Uptown Cheapskate is a franchise which began in Utah in 2009 and has grown and growing to over 150 stores in the US and recently opened it's first location in Canada.

The scope of used clothing has changed over the years. Gone are the days of bargain-bins and cluttered, dingy thrift stores.

When shoppers walk into an Uptown Cheapskate they might not even realize that they're in a used clothing store at all. Uptown Cheapskate has set the bar high as one of the fastest growing franchise brands in the 24 billion dollar resale clothing industry.

Our stores are brightly lit, smell great, and offer the most up to date trendy men's and women's clothing and accessories.

Customers bring in their freshly laundered or dry cleaned items in a basket or bin. Our trained buyers quickly sort thru for the most current trendy items and offer the customer cash or store credit on the spot. It's that simple. Any items that we determine we can't sell are given back to the customer to take with them.

No garbage bags, no donation bins on site, no worries.

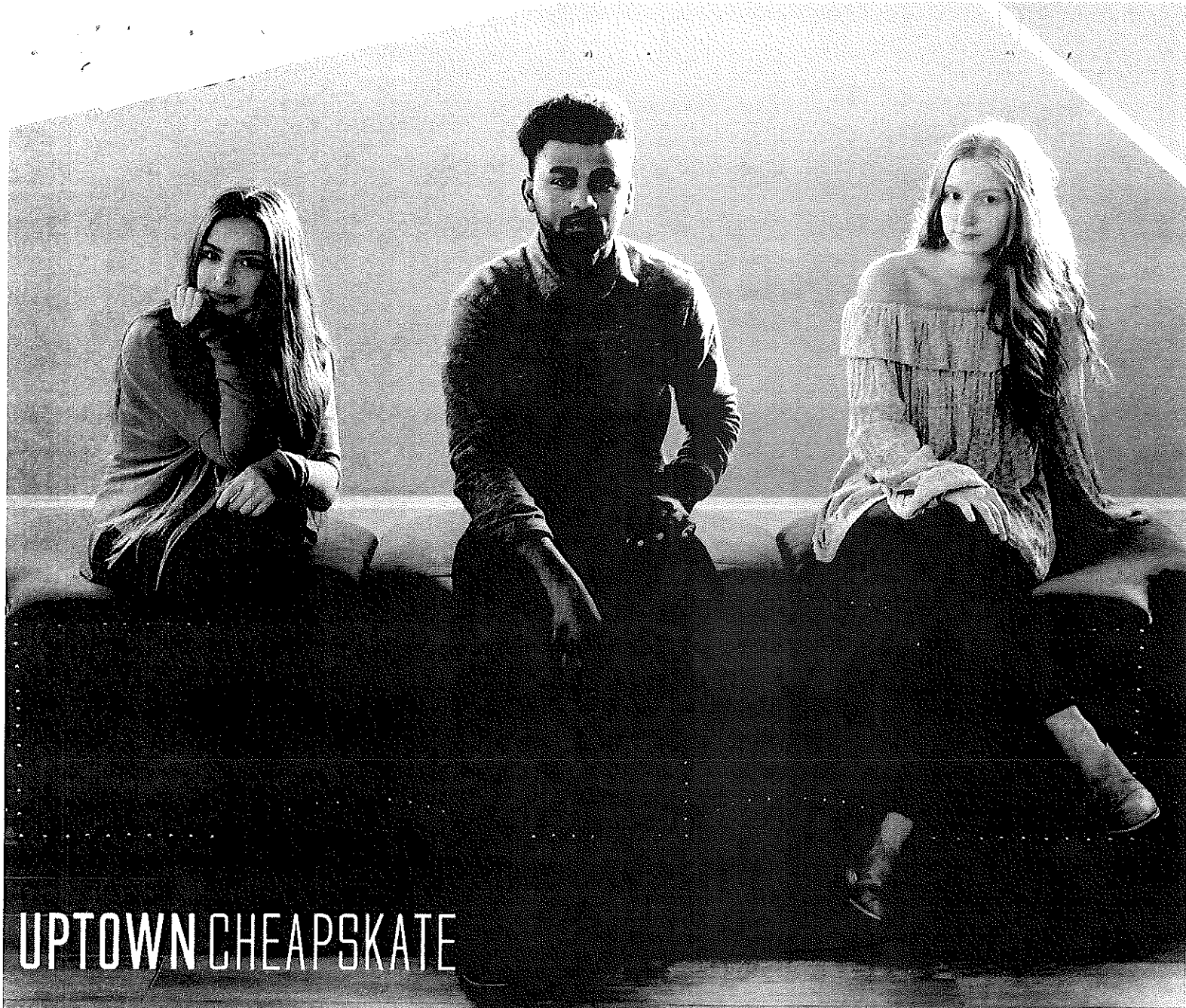
To effectively run an Uptown store we will hire 8+ people which will create employment opportunities and opportunities for economic growth in the community.

The site at 7 mile and Middlebelt is the perfect location. I have a signed lease, a builders permit, a contractor, and lots of people excited about me bringing Uptown Cheapskate to Livonia.

Thank you for your consideration and time.

Angela Moore

Uptown Cheapskate-Livonia



UPTOWN CHEAPSKATE

... Franchise ...
INFORMATION REPORT

ANGELA MOORE
LIVONIA@UPTOWNCHEAPSKATE.COM

What is Uptown Cheapskate Franchise?

FAST-GROWING RESALE CLOTHING FRANCHISE IS TAKING THE THRIFT STORE EXPERIENCE WHERE IT'S NEVER BEEN BEFORE

When Americans think about buying used clothes, images of bargain-bins and treasure hunting in cluttered, dingy thrift stores come to mind – but most Americans haven't been to Uptown Cheapskate.

When shoppers walk into Uptown Cheapskate for the first time, they might not even realize that they're in a used clothing store at all – except when they look at the prices – and that's exactly why Uptown Cheapskate is one of the fastest-growing brands in the \$24 billion resale clothing industry.

"The secondhand clothing industry is exploding right now," says Chelsea Sloan Carrol, Brand

President of Uptown Cheapskate. "The media focuses on the rise of online retail shopping, but in reality, our stores have average ticket prices of \$10. There is a tangibility about shopping resale that you simply cannot get online. When people come in and shop for clothing, they're going to reject a lot, and for a \$10 average price, it doesn't make sense for us to ship our clothes online, and it doesn't make sense for customers who want to try their items on. We're seeing tremendous growth in terms of profitability and customer count in our stores, and we're seeing a tremendous rise in the popularity of resale shopping."

UPTOWN CHEAPSKATE IS AN ETHICAL WAY TO SHOP

One of the reasons why resale clothing is becoming so popular, especially among the coveted younger buyer demographic of millennials and Gen-Z, is because shopping for new clothing is terrible for the environment. Vogue published an article titled, "How Your Fast-Fashion Habit is Harming More than the Earth," which details exactly how shopping for new clothes negatively impacts everything from

The secondhand economy is projected to grow to nearly **1.5 times** the size of fast fashion within the next 10 years, hitting a valuation of

\$64 billion



greenhouse gas emissions to workers' rights and more:

"Producing a single pair of jeans can take more than 10,000 liters of water, one-fifth of a person's entire personal water consumption in a lifetime," the publication writes. "And if we're not clad in cotton, we are usually to be found in a form of polyester. According to the World Resources Institute, world polyester production releases greenhouse gas emissions equivalent to 185 coal-fired power plants every year."



Uptown Cheapskate is the antidote to the horrible practices of the fast-fashion economy. Our franchise owners buy gently used clothing from their customers, and give those items a second life by selling them at a significantly reduced price. The quality of what we accept is highly rigid and automatized through our proprietary software to ensure quality. Our customers love the savings – and they also love that they're saving the environment at the same time.

"There's a high cost for shopping new and consumers are waking up to the fact that fast-fashion brands are big polluters," Sloan Carrol says. "Oil is the number one polluting economy in the world, and fashion is number two. If our customers are shopping resale, they're saving

the environment and they look just as good as their friends who go down to the mall and pay full price."

BETTER TOGETHER MEANS WE'VE GOT YOUR BACK

As a franchise opportunity, Uptown Cheapskate has no equal. Founded by the visionary leadership team who made Kid to Kid a national resale clothing franchise with more than 100 locations throughout the country, Uptown Cheapskate knows exactly how to empower entrepreneurs to own thriving businesses that make a difference.

THE INDUSTRY AGREES

Our proven business model has been lauded as a best-bet investment by Entrepreneur magazine's "Franchise 500," for five consecutive years, as well as included in Franchise Time's Top 200+. The reason for our ranking is simple: as an emerging leader in the resale clothing segment, Uptown Cheapskate offers world-class support that begins the moment a franchise owner starts their journey with us.

"As a franchisor, our goal is to help franchisees be successful in our system," says Scott Sloan, CEO of Uptown Cheapskate. "Our goal is to drive profitability, manageability, and growth of the stores in the system. We do that by providing world-class franchisee support in all aspects of the business. We have a full-service marketing team, including social media experts, that makes it easy for franchisees to get the word out to their communities. We have a bookkeeping team to help our franchisees exceed their financial goals. We have a proprietary software suite, which includes managing the buying process for items that go into our stores and so much more. Our support is robust, and we're very active in ensuring that your business has all the tools you need to thrive."

How Big Is The Opportunity?

OWNING A RESALE CLOTHING FRANCHISE IS BIG BUSINESS, ESPECIALLY WHEN IT'S AN UPTOWN CHEAPSKATE FRANCHISE

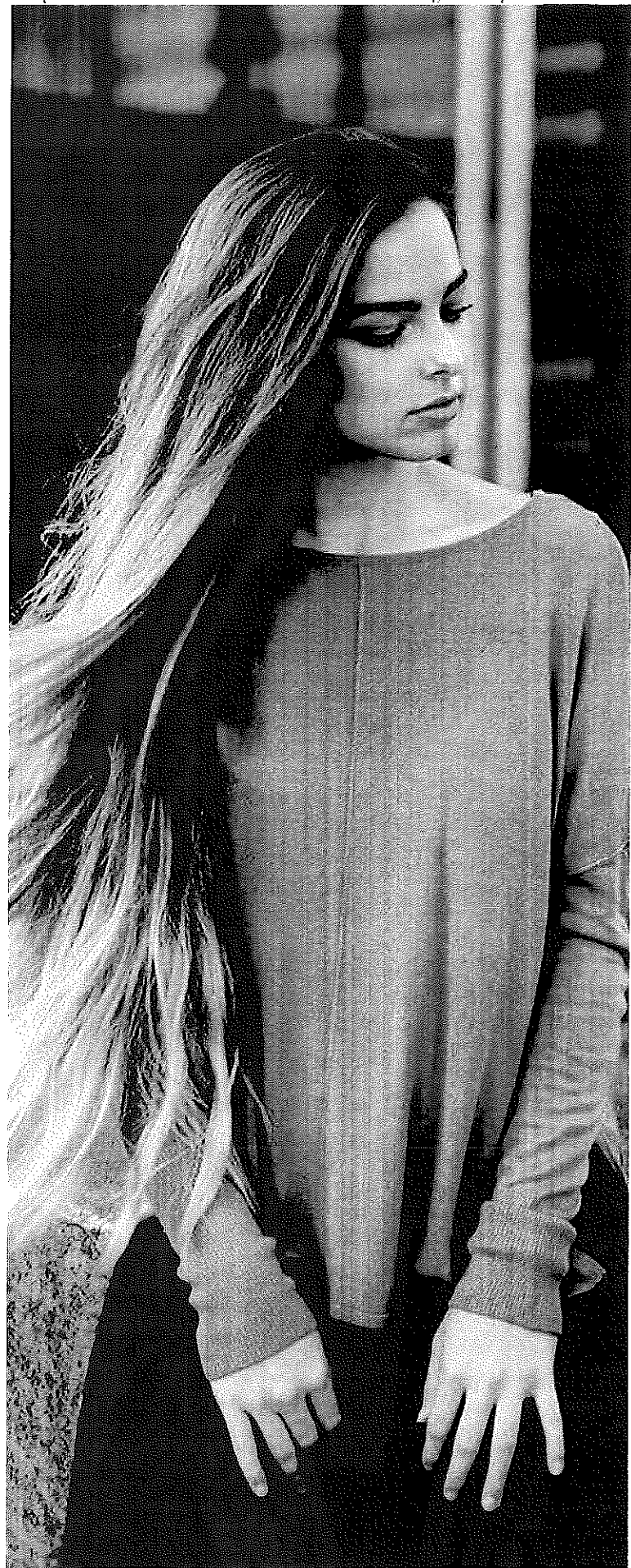
The resale clothing industry is big business, making now a great time to cash in on the resale clothing opportunity. In fact, Fortune reports that "the fashion resale market is exploding, growing 21 times faster than the retail market over the past three years, according to research from retail analytics firm GlobalData."

That's right. For the first time ever, Americans are choosing to shop for used clothing over buying new en masse – and it's about time.

"The secondhand economy—a \$24 billion market as of 2018—is projected to grow to nearly 1.5 times the size of fast fashion (retailers with high turnaround and lower prices, like Zara and H&M) within the next 10 years, hitting a \$64 billion evaluation, thredUp reports," Fortune writes in an article titled, "The Resale Market is Overtaking Fast-Fashion, Report Says."

There are two significant reasons why the resale clothing industry is now mainstream: 1) While the economy is in an upturn, American wages are stagnant and have been for years, and 2) we're in a serious environmental crisis, and American consumers, especially millennials and Gen-Z, want to minimize their impact on the environment.

According to Bustle, millennials thrift more than any other generation by a long shot, and for exactly the reasons mentioned above: they want to save money, and they're aware of the damage fast-fashion causes to the environment.



"77 percent of millennials want to buy from environmentally-conscious brands. They're also more likely to switch to thrifting for environmental reasons, compared to other generations," the publication reports. "The mindset is paying off for more than just millennial wallets, too. When the generation that buys clothing changes how it thinks about shopping, magic happens. According to Vogue editor Emily Farra, 'fashion is the second-most polluting industry in the world, surpassed only by petroleum.' ThredUp found that the life of an item is extended by 2.2 years if sold secondhand, which reduces the carbon footprint by 73 percent."

UPTOWN CHEAPSKATE IS GETTING RESALE RIGHT

Thrift store chic used to be a phrase that was meant to be a put-down. With global warming and the aftermath of the Great Recession,

resale clothing is one of the only industries not impacted by the retail apocalypse caused by Amazon.

"There used to be a stigma associated with secondhand shopping," says Dave Martell, Director of Franchise Development with Uptown Cheapskate. "People used to brag about what they spent on an item, and after the Great Recession, that no longer made sense. People want to look great and save money at the same time, and our franchisees really understand that. We've created a business model that allows them to provide a truly meaningful service to their communities, and you can do enormously well for yourself at the same time."

Founded in 2008, Uptown Cheapskate has been growing rapidly for over 10 years, with more than 75 locations in 22 states. Our stores are unlike anything else in the resale clothing segment. We've modeled our stores on high-end, trendy retailers, so that when a customer



walks into an Uptown Cheapskate, they don't feel like they're in a thrift store. They feel like they're in the mall – only with prices marked down as low as 70% off name-brand items and with quality control that's second-to-none.

"Uptown Cheapskate is a store where a person who has never shopped resale before, can come in and feel comfortable," says Chelsea Sloan Carroll, Brand President of Uptown Cheapskate. "Our stores smell nice, and there's a lot of open space. We reduce search costs for our customers, unlike other thrift stores, who make customers dig for items. Our items are organized by color and by style. This approach really pays off for customers, who become used to sustainable shopping and they come back all the time."

MILLENNIALS LOVE UPTOWN CHEAPSKATE

While other businesses are failing to get the attention of millennials, Uptown Cheapskate

caters directly to them. In fact, most of the advertising that we do in our stores is geared towards buying back their clothes, and that creates a relationship that is based on trust from the get-go because our customers feel valued immediately.

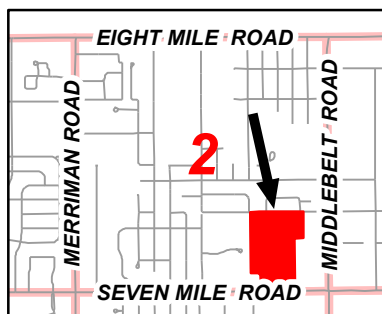
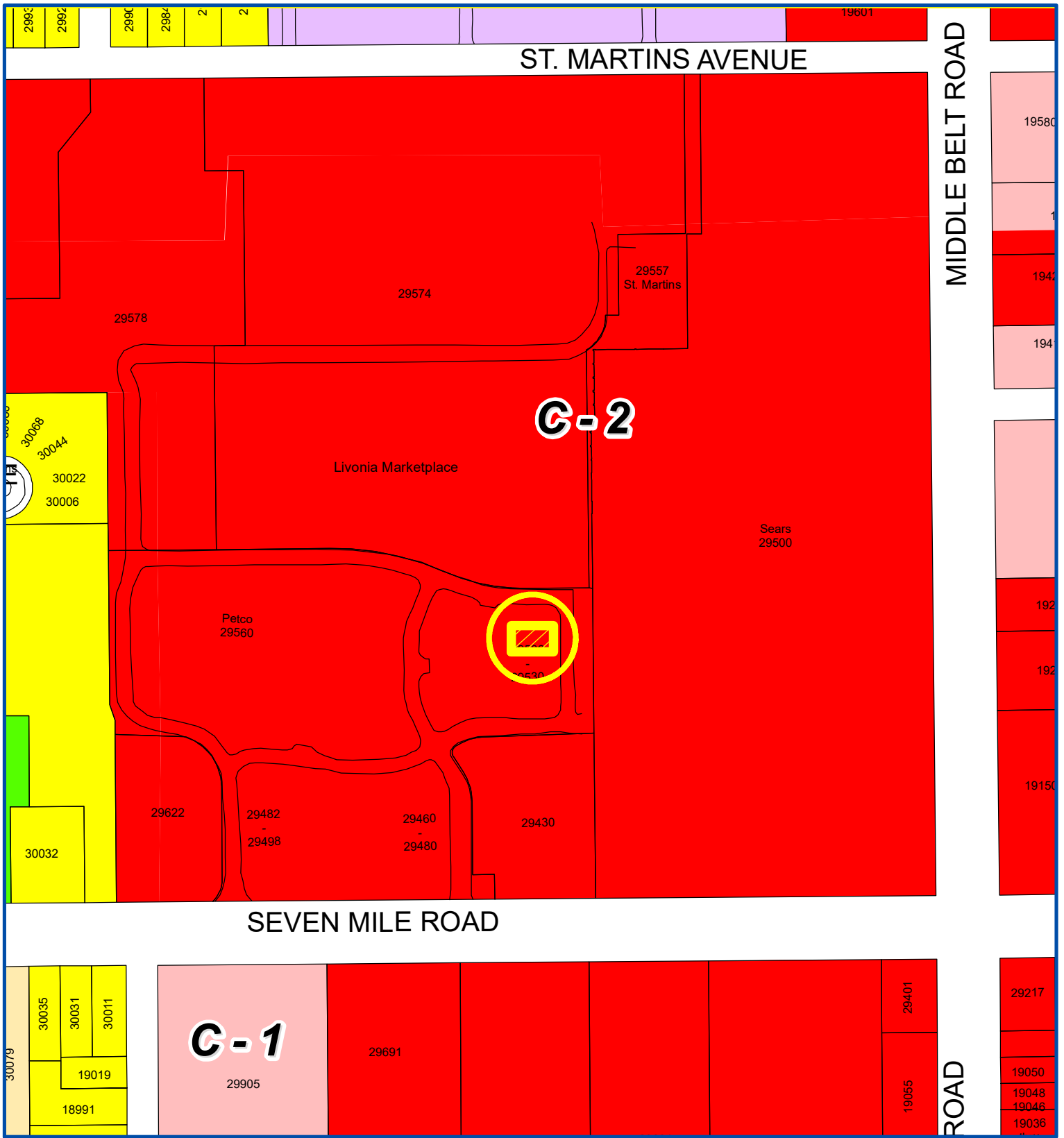
"We serve the 18-25 year old demographic perfectly," Sloan Carroll says. "Our primary demographic is a college-aged person or a person just out of college, who needs to invest in a J. Crew blazer for a job interview but doesn't want to spend a \$165 for it. We do such a great job at presenting our clothing, and the quality of our merchandise is so high, that our customers cannot believe that our prices are so low. Our average item costs \$10. That's our biggest compliment. We want to convert as many people to become sustainable shoppers as we can – it makes an enormous impact on the environment and it helps our customers keep more of their money for themselves."

Resale is Better for the Environment

The average consumer buys a staggering amount of clothing, and most of it ends up in landfills

SOURCE: HUFFPOST

UPTOWNCHEAPSKATE



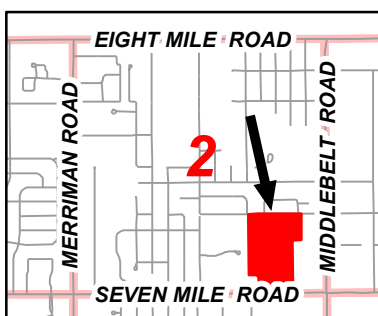
Address & Zoning Map

Petition 2022-12-02-22
Uptown Cheapskate
29508 Seven Mile Road
to operate a second-hand store and resale shop



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2022-12-02-22
Uptown Cheapskate
29508 Seven Mile Road

to operate a second-hand store and resale shop



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 3

Petition 2022-12-02-22 submitted by Uptown Cheapskate requesting waiver use approval under Section 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended, in connection with a proposal to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast ¼ of Section 2.

January 24, 2023: Study Meeting:

The petitioner requests waiver use approval to operate a second-hand store/resale shop, Uptown Cheapskate, in one of the multi-tenant retail buildings at Livonia Marketplace. Livonia Marketplace comprises a Wal-Mart store, a Kohl's store, and several freestanding multi-tenant buildings. The subject site is zoned C-2 (General Business). The proposed use is treated as a waiver under Section 6.53 of the Livonia Vision 21 Zoning Ordinance, which provides the standards applicable to Second-Hand Stores.

Uptown Cheapskate would occupy an end-unit in Retail Building D' located on the east side of the property directly behind the Bank of America building. Two (2) prominent tenants of this building are Koney Island Inn restaurant, which occupies the other end-unit, and Hibachi Express restaurant. The unit that Uptown Cheapskate would occupy measures 3,920 square feet (50' x 80') and is at the north end of the building, with the storefront facing west.

The submitted floor plan shows the store layout with racks, shelves, counters, and display cases. The store would also have a dressing room, restrooms, a rear storage area, and an office. According to the Petitioner, the concept of Uptown Cheapskate is that individuals bring in items they wish to sell, and one of the store's trained buyers determines if the merchandise is worth purchasing. The store gives the customer cash or in-store credit for each item purchased. The store does not accept donated items. The business model used by Uptown Cheapskate is similar to other stores that specialize in buying and selling gently used clothes, shoes, and accessories, such as Plato's Closet.

Section 6.53 of the Zoning Ordinance stipulates, "*There shall be no outdoor sales, storage or display of merchandise.*" The store does not intend to display or store items outside.

Parking is based on the overall requirement for the entire retail center. Because the users are retail, the required parking for the center is based on the parking schedule for planned commercial or shopping centers. The existing parking of the

PUBLIC HEARING

ITEM 3 Petition 2022-12-02-22 – Uptown Cheapskate

Page 2

Livonia Marketplace shopping center is sufficient to handle the parking needs of the proposed second-hand store.

The petitioner is not proposing any changes or modifications to the unit's exterior. The only exterior treatment involved with the suggested use would be to erect a wall sign. This second-hand /resale shop would be allowed wall signage not exceeding fifty (50) square feet in area (based upon one (1) square foot of sign area for each lineal foot of unit frontage).

January 31, 2023: Public Hearing:

Approving Resolution: This request to operate a second-hand store and resale shop (Uptown Cheapskate) at 29508 Seven Mile Road is approved, subject to City Council approval and the following conditions:

1. There shall be no outdoor sales, storage, or display of merchandise and no storage of merchandise or other materials in temporary or portable units, structures, trailers, or donation receptacles located on the exterior of the building.
2. This waiver use is limited to this user only and may be extended to a new user subject to approval by the City Council.
3. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
4. That no LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows, and
5. Per Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. The proposed use complies with all of the general waiver use standards and requirements as provided under Sections 13.13 and 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended.

2. The subject site can accommodate the proposed use; and
3. The proposed use is compatible with and in harmony with the surrounding uses in the area.

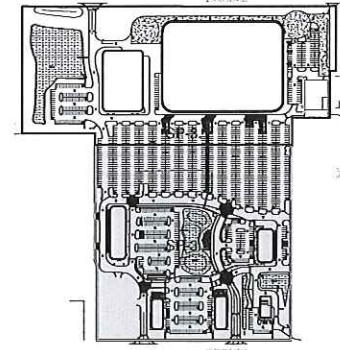
Denying Resolution: This request to operate a second-hand store and resale shop (Uptown Cheapskate) at 29508 Seven Mile Road is denied for the following reasons:

1. The petitioner failed to affirmatively show that the proposed use complies with all of the special and general waiver use standards and requirements as outlined in Sections 13.13 and 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. That the City is currently well served with similar uses to that which is being proposed.
3. The petitioner failed to demonstrate the need in the area for the type of commercial service proposed to be operated on the subject site.
4. The petitioner has not sufficiently demonstrated that the proposed use would be compatible with and in harmony with the surrounding uses in the area.
5. That the petitioner has failed to demonstrate that the facility can accommodate the proposed use adequately; and
6. The proposed use is contrary to the goals and objectives of the Zoning Ordinance, which, among other things, are intended to ensure the suitability and appropriateness of uses.

- LEGEND**
- PROP. PROPERTY LINE
 - SETBACK LINE
 - EXIST. RIGHT OF WAY
 - EXIST. CURB AND GUTTER
 - PROP. CURB AND GUTTER
 - PROP. STOP SIGN (SEE SHEET SP-11.0 FOR DETAIL)
 - PROP. HANDICAP SIGN (SEE SHEET SP-11.0 FOR DETAIL)
 - F.F. FINISH FLOOR ELEV.
 - PARKING LANE COUNT
 - HEAVY DUTY CONCRETE
 - CONCRETE SIDEWALK (SEE SHEET SP-11.0 FOR DETAIL)
 - HEAVY DUTY ASPHALT
 - PROP. STORM WATER MANAGEMENT BASIN
 - PROP. CART CORAL
 - PROP. SIDEWALK RAMP
 - PROP. LIGHT POLE

SITE NOTES

- CITY OF LIVONIA - STANDARD CONSTRUCTION NOTES**
1. ALL WORK SHALL AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LIVONIA MARKETPLACE DEVELOPMENT AGREEMENT AND CURRENT SPECIFICATIONS AND STANDARD DETAILS OF THE CITY OF LIVONIA.
 2. NOTIFY THE CITY OF LIVONIA ENGINEERING DIVISION (313) 466-2570 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
 3. CALL MISS DIG (1-800-647-7344) A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING UNDERGROUND UTILITIES CAUSED BY HIS HER OPERATIONS.
 5. ALL ELEVATIONS SHOWN ARE BASED ON WAYNE COUNTY DATUM (USCGS).
 6. ALL DISTURBED AREAS BEHIND THE CURB WITHIN SEVEN MILE AND ST. MARTENS ROAD RIGHTS-OF-WAY SHALL BE RESTORED BY PLACING 3" OF TOPSOIL AND SEEDING IN ACCORDANCE WITH CITY STANDARDS.
 7. ALL DRIVEWAYS, DRAIN TILE, CULVERTS AND OTHER FACILITIES REMOVED, DESTROYED, DAMAGED OR OTHERWISE DISTURBED BY THE WORK SHALL BE REPLACED AND/OR RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR.
 8. ALL SOIL EROSION AND SILT MUST BE CONTROLLED AND CONTAINED ON-SITE.



KEY MAP
SCALE: 1"=400'



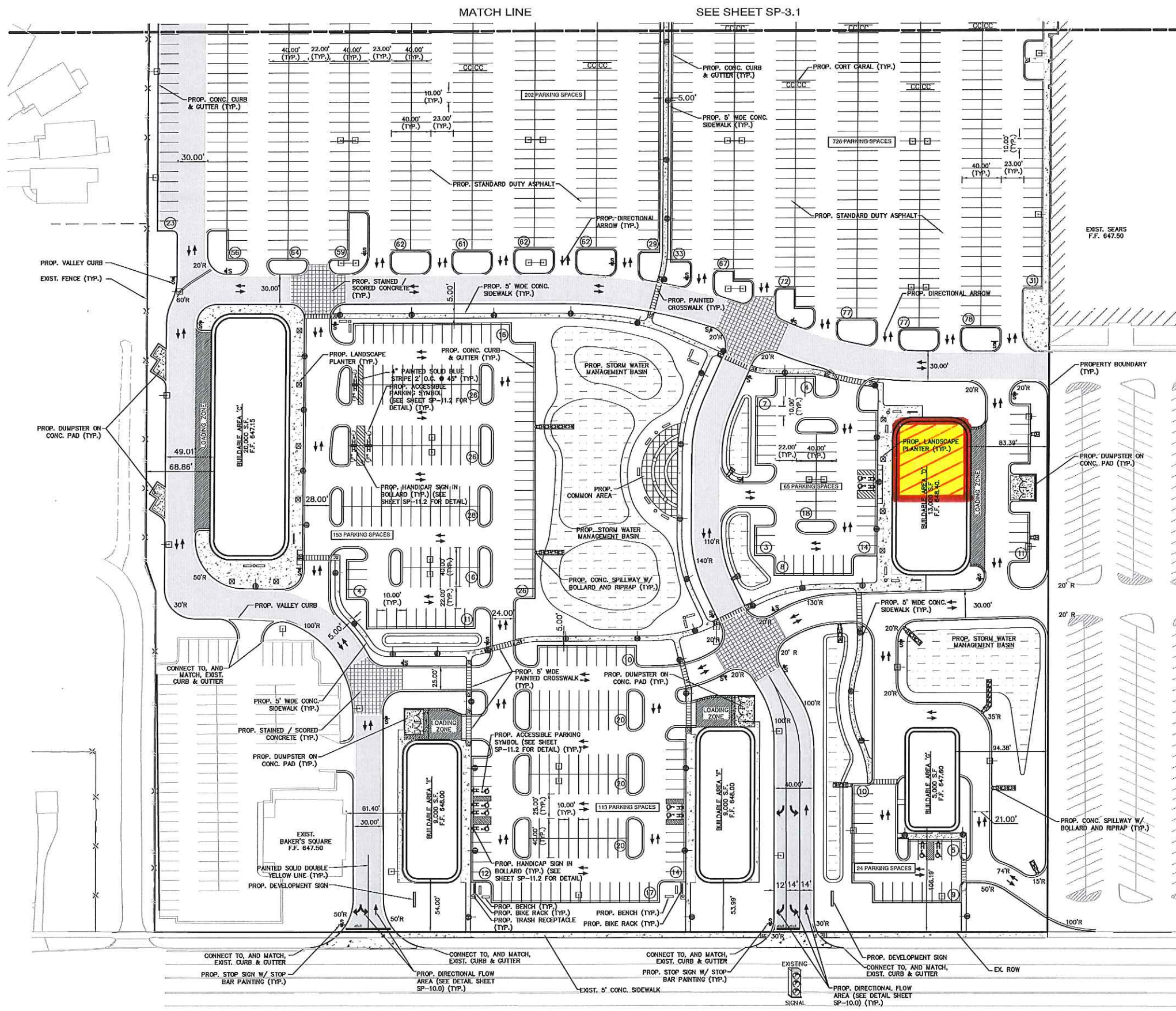
811 Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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ATWELL-HICKS



Environmental
Ecological
Water Resources

Engineering
Surveying
Planning

ARIZONA FLORIDA ILLINOIS MICHIGAN
OHIO PENNSYLVANIA TENNESSEE

866 850 4200

SECTION 2
TOWN 1 SOUTH, RANGE 9 EAST

CITY OF LIVONIA

WAYNE COUNTY, MICHIGAN

LIVONIA PHOENIX, LLC
LIVONIA MARKETPLACE

SITE PLAN

DETAILED LAYOUT PLAN

CLIENT

CAD FILE 07001339SP-3.2-L

REVISIONS

DATE 06-20-08



SCALE 1" = 50 FEET

DR. EMM CH. GKT

P.M. M. MOTTE

JOB 07001339.21

FILE CODE XX-X-X

SHEET NO.

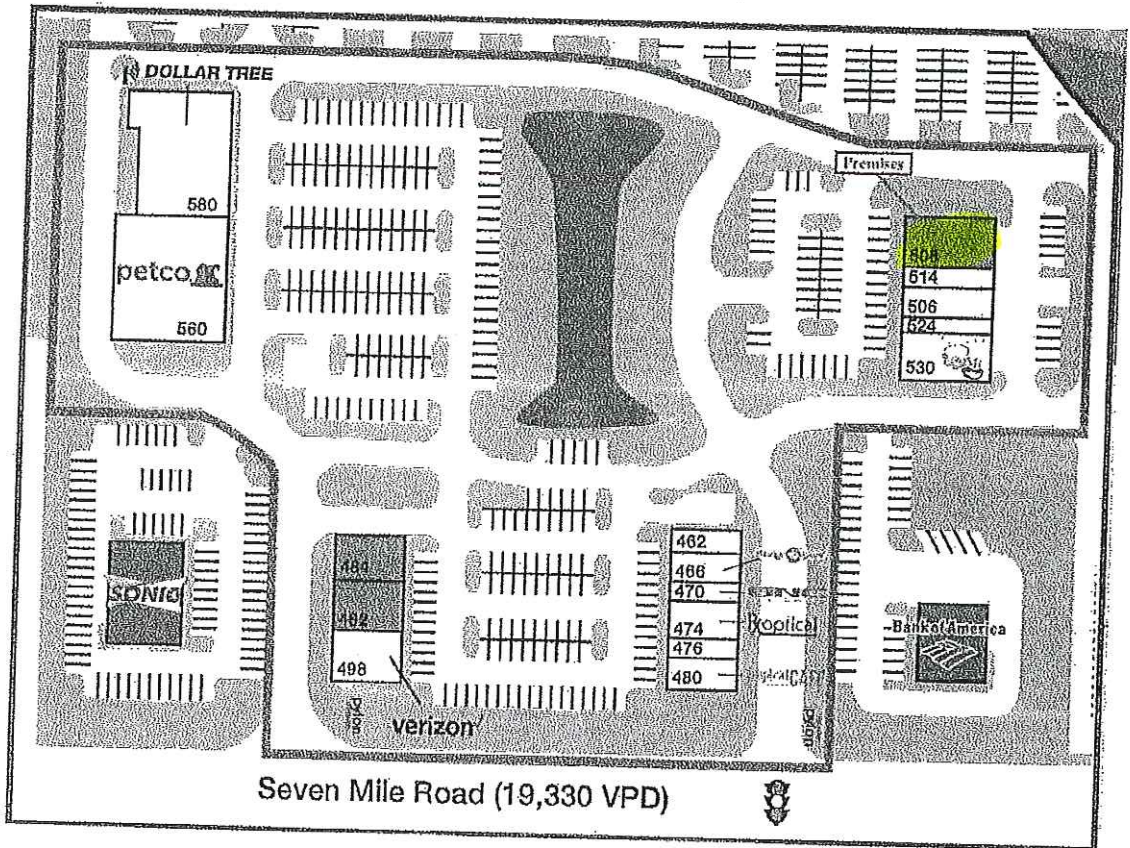
SP-3.2

NOT FOR CONSTRUCTION

EXHIBIT B

PART 2 - LEASING PLAN
(DESIGNATING THE "PREMISES")

The site plan is presented solely for the purpose of identifying the approximate location and size of the improvements in the Shopping Center. Subject to the terms and conditions of this Lease, building sizes, dimensions, access and parking area, existing tenant locations and identities are subject to change without notice and at Landlord's discretion. Unit numbers as indicated are not necessarily the actual suite numbers and are intended for use as a reference only. Without limiting any other specific designations set forth on the site plan as of the date of this Lease, those buildings depicted below which are either designated with the letters "NAP" (i.e., not a part) or are not shaded shall not be considered a part of Landlord's Building.





BASECAMP[®]
FRANCHISING

39 E EAGLE RIDGE DR, SUITE 100,
NORTH SALT LAKE, UT 84054
PHONE #: 801.359.0071

UPTOWN CHEAPSKATE[®]

PROJECT:
LIVONIA, MI
FRANCHISEE:
ANGELA MOORE
ADDRESS:

TITLE:
FIXTURE LAYOUT #2

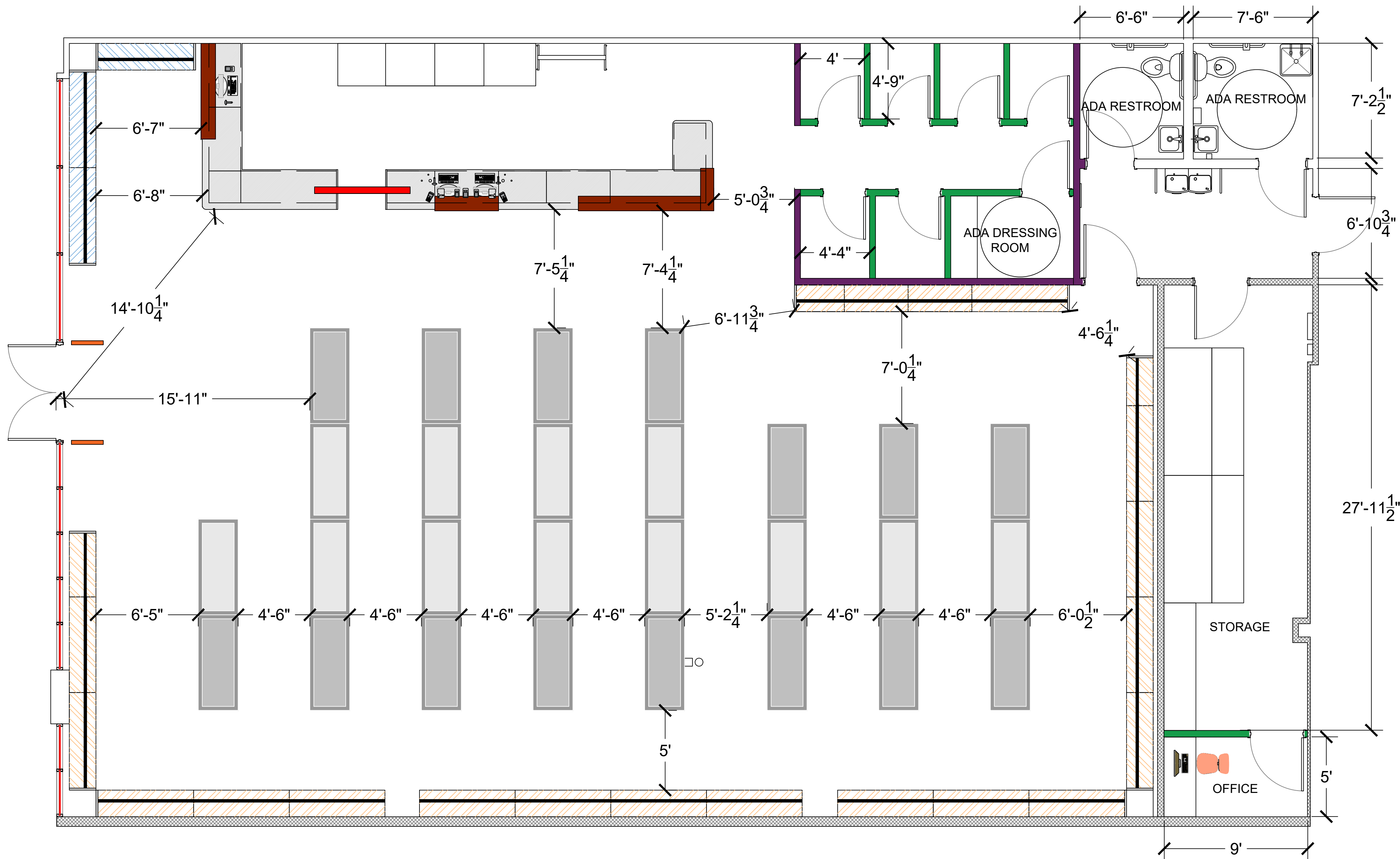
DATE:
6.6.2022

APPROVED BY:

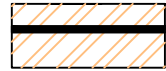
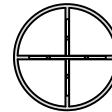
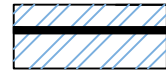
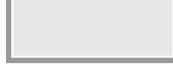
DRAWN BY: EMILY STECK

SCALE:
NOTED

10



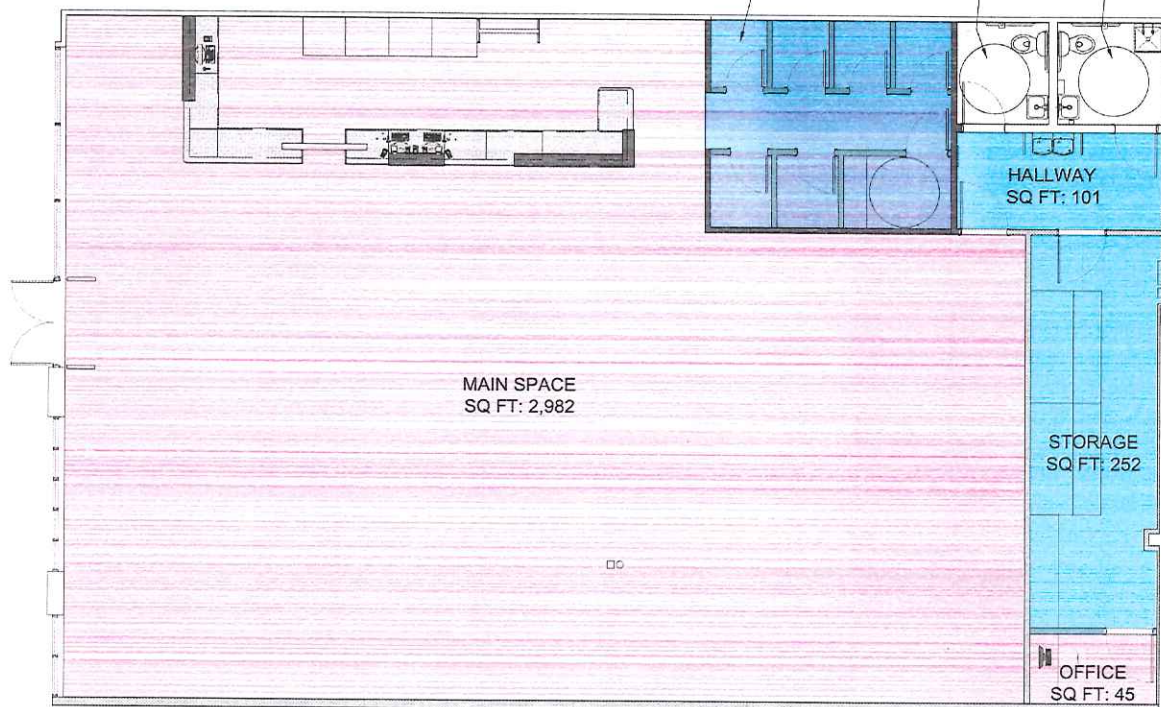
A FIXTURE LAYOUT
SCALE: 1/4" = 1'

NOTES		LEGEND			
Square Footage: 3,920 Retail Sales Floor: 2,975 Dressing Room SF: 254	Linear FT:		4' Hang Rod Women's		3' Round Display
	6' Floor Racks: 27		4' Hang Rod Men's		4 Way Display
	4' Floor Racks: 0		Shelves that have to be cut down		Sunglass Spinner
	3' Wall Section: 2		Floor Rack: End Piece		Jewelry Spinner
4' Wall Section: 3			Floor Rack: Middle Piece		DR Station
6' Wall Section: 20			"D" Indicates Double High Shoe Shelf		Rolling Rack
Total Linear FT: 600					
NOTES					
Counter is Option A at the length of 32'2"					

DRESSING ROOMS
SQ FT: 254

RESTROOM
SQ FT: 47

RESTROOM
SQ FT: 54



MAIN SPACE
SQ FT: 2,982

HALLWAY
SQ FT: 101

STORAGE
SQ FT: 252

OFFICE
SQ FT: 45

A FLOORING SCHEDULE

SCALE: 1/4"=1'

NOTES

- You have 2 options when it comes to your flooring, please order small samples so you can see colorations before making a decision.
- Wall Base: 2 options are available.
 - First is black Floxco wall base or similar.
 - Second is MDF baseboard molding (more upscale look)

For Samples, Material Quotations and Place Material Contact:
Danielle Pittman
Customer Service Representative
Milliken & Company
Phone #: 706.880.3924 or 800.528.8453
Email: Danielle.Pittman@Milliken.com

For any other Questions Contact:
Summer Hansen (Contract Account Manager)
Milliken & Company
Phone #: 801.440.5129
Email: Summer.Hansen@Milliken.com

LEGEND MILLIKEN & COMPANY



COLLECTION: LUXURY VINYL
WOOD
NAME: KOKUTAN
#KOK121



COLLECTION: LUXURY VINYL
WOOD
NAME: ROSECLIFF CHERRY
#RSC206



39 E EAGLE RIDGE DR, SUITE 100,
NORTH SALT LAKE, UT 84054
PHONE #: 801.350.0071

UPTOWN CHEAPSKATE®

PROJECT:
LIVONIA, MI

FRANCHISEE:
ANGELA MOORE

ADDRESS:
29508 W 7 MILE RD
LIVONIA, MI 48152

TITLE:
FLOORING SCHEDULE

DATE:
6.8.2022

APPROVED BY:

DRAWN BY: EMILY STECK

SCALE:

NOTED

8

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

DAVID W. LEAR, P.E.
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150
(734) 466-2571
FAX: (734) 466-2195

December 9, 2022

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2022-12-02-22 – #29508 Seven Mile Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcel is assigned the range of addresses of #29460 thru #29560 Seven Mile Road, with the address of **#29460 Seven Mile Road** being assigned to the overall parcel.

The existing parcel is currently served by public water main and sanitary sewer, as well as privately-owned storm sewer. Based on the submitted drawings, there should be no impacts to the existing systems as a result of the proposed project.

It should be noted that although there is no work planned in the Seven Road right-of-way, any disturbances within the right-of-way will require the owner to obtain permits with the Wayne County Department of Public Services.

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at dlear@livonia.gov or tzilincik@livonia.gov.

Sincerely,

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

cc: 2022 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: January 10, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: Petition 2022-12-02-22 29508 7 Mile Rd. Uptown Cheapskate

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

We have no objections to this proposal.

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian R. Kukla

Brian R. Kukla
Fire Marshal

cm

THOMAS GORALSKI
CHIEF OF POLICE

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

December 19, 2022

Mr. Scott Miller
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154

Re: Petition 2022-12-02-22 - 29508 Seven Mile Road

Mr. Miller,
I have reviewed the plans in connection with the petition. I have no objections to the proposals.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Sgt. Scott Szczepanski #543

Scott Szczepanski, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

Date: January 17, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2022-12-02-22 – 29508 Seven Mile Road

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

This Department has no objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

December 15, 2022

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

Petition 2022-12-02-22 - 29508 Seven Mile Road

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. As there are no outstanding amounts receivable (general or water and sewer), I have no objections to the proposal.

Please contact me if you have any further questions.

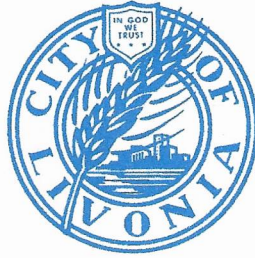
Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3060
(734) 466-2245
FAX: (734) 421-7230

January 5, 2023

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

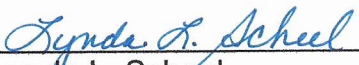
Re: Petition 2022-12-02-22

29508 Seven Mile Road
Livonia Marketplace

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time there are taxes due, but they are not delinquent, therefore I have no objections to the proposal.

Sincerely,



Lynda L. Scheel
Treasurer, City of Livonia

2022-12-02-22

January 18, 2023

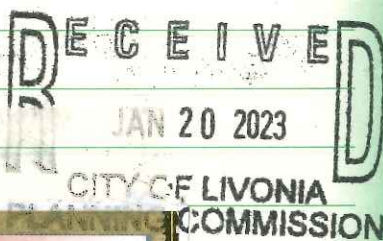
City of Livonia Planning Commission
You have my permission to
operate a second-hand store
and resale shop at 29508
Seven Mile Road within the
Livonia Marketplace.

I live at 30330 Vassar St
Livonia MI 48152

I will not be able to
attend the meeting on
January 31, 2023.

Sincerely,

Roseann Barker



Ms. Roseann Barker
30330 Vassar St
Livonia, MI 48152-1961

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UNAPPROVED MINUTES

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MINUTES OF THE 1,194th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, January 31, 2023, the City Planning Commission of the City of Livonia held its 1,194th Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7 p.m.

Members present: David Bongero Sam Caramagno Glen Long
 Wafa Dinaro Ian Wilshaw

Members absent: Peter Ventura

Mr. Mark Taormina, Planning Director, and Stephanie Reece, Program Supervisor, were also present.

Chairman Wilshaw informed the audience that if a petition on tonight's agenda involves a rezoning request, this Commission makes a recommendation to the City Council who, in turn, will hold its own public hearing and make the final determination as to whether a petition is approved or denied. The Planning Commission holds the only public hearing on a request for preliminary plat and/or vacating petition. The Commission's recommendation is forwarded to the City Council for the final determination as to whether a plat is accepted or rejected. If a petition requesting a waiver of use or site plan approval is denied tonight, the petitioner has ten days in which to appeal the decision, in writing, to the City Council. Resolutions adopted by the City Planning Commission become effective seven (7) days after the date of adoption. The Planning Commission and the professional staff have reviewed each of these petitions upon their filing. The staff has furnished the Commission with both approving and denying resolutions, which the Commission may, or may not, use depending on the outcome of the proceedings tonight.

ITEM #1 PETITION 2022-12-02-22 Uptown Cheapskate

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2022-12-02-22 submitted by Uptown Cheapskate requesting waiver use approval under Section 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended, in connection with a proposal to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast ¼ of Section 2.

Mr. Taormina: Thank you, Mr. Chairman. This is a request for a second hand store and resale shop at the Livonia Marketplace. Resale shops are regulated under Section 6.53 of the Zoning Ordinance. Uptown Cheapskate would occupy an end unit in Retail Building D which is on the east side of the property directly behind Bank of America. The other tenants in this building include Koney Island Inn and Hibachi Express. The unit that Uptown Cheapskate would occupy is roughly 3,920 square feet. The floor plan submitted with the application shows the interior layout of the space. As would be expected, it includes racks and shelves, counters, and display cases. The store would also have dressing rooms, restrooms, a storage area and an office. Uptown Cheapskate specializes in the sale of slightly-used clothes, shoes and accessories, as well as new apparel. The store operates very similar to shops like Plato's Closet, where individuals bring items to the store that they wish to sell and if the merchandise is worth purchasing, the store gives them either cash or store credit. The Ordinance stipulates that there not be any outdoor storage or display of merchandise, which the Petitioner does not intend to have. Parking is adequate at Livonia Marketplace. And there would be no changes or modifications to the building, other than signage. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated December 9, 2022, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcel is assigned the range of addresses of #29460 thru #29560 Seven Mile Road, with the address of #29460 Seven Mile Road being assigned to the overall parcel. The existing parcel is currently served by public water main and sanitary sewer, as well as privately-owned storm sewer. Based on the submitted drawings, there should be no impacts to the existing systems as a result of the proposed project. It should be noted that although there is no work planned in the Seven Road right-of-way, any disturbances within the right-of-way will require the owner to obtain permits with the Wayne County Department of Public Services."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated January 10, 2023, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to*

construct a commercial building on property located at the above referenced address. We have no objections to this proposal. A further detailed plan review will take place when this division receives an official plan set." The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated December 9, 2022, which reads as follows: *"I have reviewed the plans in connection with the petition. I have no objections to the proposal."* The letter is signed by Scott Szczepanski, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated January 17, 2023, which reads as follows: *"Pursuant to your request, the above-referenced petition has been reviewed. This Department has no objections to this petition."* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated December 15, 2022, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated January 5, 2023, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. And then lastly, we have a letter from a resident dated January 18, 2023, it reads: *"You have my permission to operate a secondhand store and resale shop at 295087. Mountain Road within the Livonia marketplace I live at 30330 the Vassar street, Livonia, Michigan, 48152. I will not be able to attend the meeting on January 31."* It is signed by Roseanne Barker. That is the extent of the correspondence.

Mr. Wilshaw: Are there any questions of the Planning Director? Seeing none, the petitioner is here. Please come forward. We will need your name and address for the record please.

Angela Moore, 15462 Grandville Ave., Detroit, MI 48223.

Mr. Wilshaw: Thank you, Miss Moore. What would you like to tell us about your business?

Ms. Moore: Well, I think that everything was given already about the business. It is a resale, upscale resale store, for men's and women's apparel and accessories. It is a franchise. They have over 148 stores across the US. They're based in Utah. I would

UNAPPROVED MINUTES

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be the second, no, I take that back, I'd be the third in Michigan. There's one in Grand Rapids, and there's one in Grandville, Michigan and then there's a new one coming in Holland, Michigan, but I'll be the third in Livonia.

Mr. Wilshaw: Okay, that sounds good. Is there any questions from any of our commissioners for the petitioner? Mr. Caramagno?

Mr. Caramagno: I see you've got double frontage. You got frontage on the west side of your location and frontage on the east side of your location. Yeah, well, you only have one entrance.

Ms. Moore: Yes, one entrance. There. The back is just the back door, but that's not an entrance for customers at all.

Mr. Caramagno: Okay, how about signage? Will you have signage only on the west side or both?

Ms. Moore: Signage on the front and signage on the back.

Mr. Caramagno: So, you will have two signs. And then about your rubbish, put rubbish out back in the enclosure? What will you do with your trash?

Ms. Moore: It would be paper trash. There's no clothing trash, but paper trash receptacles?

Mr. Caramagno: Will you share a dumpster out in the back? You'll share it with the other users?

Mr. Moore: Yes, there is a dumpster in the back. Yes.

Mr. Caramagno: Okay. Thank you.

Ms. Moore: But no clothing. It's just it'll be paper trash.

Mr. Caramagno: Thank you.

Mr. Wilshaw: All right. Any other questions for our petitioner? I don't see any other questions from any of our commissioners? Is there anyone in the audience wishing to speak for or against this petition? I don't see anybody jumping up. If you have a question, please come forward. Sir, you'll have to come forward. We do have a TV audience as well. They can't hear you. We have a vast TV audience. It's probably smaller than what's here now actually.

Dan Sterling, 31633 Curtis, Livonia, MI It's just a question is I know, a lot of resale shops. They can also turn into like pawn shops where they pledge to buy the item or to sell the item back to the person after 30 or 60 or 90 days. I don't know if that was a part of your business plan.

Mr. Wilshaw: Thank you, sir. And what I'll do is I'll ask the petitioner just to explain her business model a little bit, so it should hopefully answer your question.

Ms. Moore: Yes. So, to his question, no, we are not a consignment shop. So, our vendors bring the items in in a bin or like a laundry basket. They're clean, they're laundered, and we go through them to take out the things that we can purchase from them. We either give them cash on the spot, or we give them store credit. Anything that we cannot use or cannot sell goes back home with the vendor. So, it's not consignment. Yes, they are immediately tagged and placed out on the floor. Okay.

Mr. Wilshaw: So, you're purchasing those items and then reselling them?

Ms. Moore: Yes, they are immediately tagged and placed out on the floor.

Mr. Wilshaw: Thank you for answering that question. Is there anyone else in the audience wishing to speak on this item? I don't see anyone else coming forward. Is there any other comments from any of the commissioners or questions? If not, thank you, Miss Moore. A motion would be an order.

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

#01-02-2023 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on January 17, 2023, on Petition 2022-12-02-22 submitted by Uptown Cheapskate requesting waiver use approval under Section 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended, in connection with a proposal to operate a second-hand store and resale shop at 29508 Seven Mile Road, within the Livonia Marketplace retail center located on the north side of Seven Mile Road between Middlebelt Road and Purlingbrook Road in the Southeast ¼ of Section 2, the Planning Commission does hereby recommend to the City Council that Petition 2022-12-02-22 be approved subject to the following conditions:

UNAPPROVED MINUTES

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1. There shall be no outdoor sales, storage, or display of merchandise and no storage of merchandise or other materials in temporary or portable units, structures, trailers, or donation receptacles located on the exterior of the building.
2. This waiver use is limited to this user only and may be extended to a new user subject to approval by the City Council.
3. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
4. That no LED light band or exposed neon shall be permitted on this site, including, but not limited to, the building or around the windows, and
5. Per Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

Subject to the preceding conditions, this petition is approved for the following reasons:

1. The proposed use complies with all of the general waiver use standards and requirements as provided under Sections 13.13 and 6.53 of the Livonia Vision 21 Zoning Ordinance, as amended.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance, as amended.

Mr. Wilshaw: Is there any discussion?

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

5. WAIVER PETITION: Planning Commission, re: Petition 2022-12-02-23, submitted by Individual Brewing Co. L.L.C., requesting waiver use approval to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast $\frac{1}{4}$ of Section 31.

Joe Walters, 9262 Knolson Street, Owner and Founder of Liberty Street Brewing Company, presented the request to Council.

Councilmember McCullough asked if he will only have beer and when he would like to open the business.

Mr. Walters indicated it may include seltzer and possibly wine at some time in the future. He would like to start the process around March 1, 2023, and would hope to be open for business in about six months.

Mark Taormina, Director of Planning and Economic Development, added the Planning Commission recommended approval with hours of operation from 10:00 a.m. to 10:00 p.m. based on the petitioner's request. The petitioner has since requested hours of operation remain the same but with the flexibility to stay open until midnight. This would amend the resolution.

Councilmember McCullough agreed to the option to stay open until midnight.

Vice-President Toy asked if the business would be open seven days a week.

Mr. Walters said he plans to be open Wednesday through Saturday but would like the option to open a fifth day and possibly on Sundays during football season.

Councilmember Donovic asked Mr. Taormina if the resolution includes upgrading the dumpster enclosures behind the business. He also asked if it is within our purview to make this a condition of the approving motion if the maker of the motion would be amenable to this condition.

Mr. Taormina indicated the Planning Commission didn't want to hold this up based on the dumpsters and knows this is a pending Enforcement item. He said it is within Council's purview to add that to the resolution.

Mr. Walters indicated his is amenable with this condition.

Councilmember McCullough offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

Planning
February 2, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER PETITION: Planning Commission, re: Petition 2022-12-02-23, submitted by Individual Brewing Co. L.L.C., requesting waiver use approval to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast ¼ of Section 31.

BACKGROUND

February 2, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2022-12-02-23 – All for One Brewery

Dear Council Members:

At the 1,194th Public Hearings and Regular Meeting held by the City Planning Commission on January 31, 2023, the following resolution was unanimously adopted:

RECOMMENDATION

#01-03-2023 RESOLVED, That pursuant to a Public Hearing having been held by the City Planning Commission on January 17, 2023, on Petition 2022-12-02-23 submitted by Individual Brewing Co. L.L.C., requesting waiver use approval under Section 6.09 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast ¼ of Section 31, the Planning Commission does hereby recommend to the City Council that Petition 2022-12-02-23 be approved subject to the following conditions:

1. This waiver use applies only to the operation of a Micro-Brewery. Authorization to operate any other type of liquor license, including, but not limited to, a Class C, Tavern, or Club license, shall require City Council approval.
2. Customer seating in the tasting room shall be limited to twenty-five (25).

3. The hours of operation the business is allowed to be open to the public or for private events is limited from 10:00 a.m. to 10:00 p.m.
4. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
5. No LED light band or exposed neon shall be permitted on the site, including the building or around the windows.
6. Unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers, or sponsor vehicles designed to attract the attention of passing motorists, is prohibited, and
7. Per Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance, as amended.

FISCAL CONSIDERATION

ATTACHMENTS

1. 2022-12-02-23_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: February 02, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023

Petition 2022-12-02-23 submitted by Individual Brewing Co. L.L.C., requesting waiver use approval under Section 6.09 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast $\frac{1}{4}$ of Section 31.

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications must include property owner's name, address and notarized signature.

For filing fee see below for computation

Date Filed 12/7/22 Petition 2022-12-02-23
Site Address 38083 Ann Arbor Rd Sidwell 121 99 0010 001 zoning of Property C1
Requesting Approval To Operate a microbrewery
Applicant: Joseph R Walters Business/Company: Individual Brewing Co. LLC
Applicant's Address 9262 Knolson St City: Livonia State: MI Zip Code: 48150
Applicant's Phone # 248,763-1593 Applicant's Email 1forallbeer@gmail.com
Contact Person Joe Walters Business/Company 1 For All Brewery
Contact's Address: 9262 Knolson St City: Livonia State: MI Zip Code: 48150
Contact's Phone # 248,763-1593 Contact's Email 1forallbeer@gmail.com

Please provide the following information:

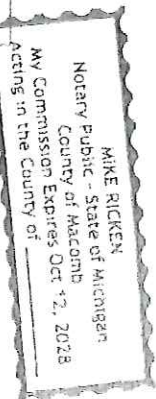
- 1) Site Plan showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs
- 2) Detailed Landscape Plan including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) Building Elevation Plan depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) General Floor Plan showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) One (1) set of reduced plans (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to planning@livonia.gov
- 6) Legal Description of the property to be considered (Clearly Printed)
- 7) Three (3) completed application forms & three (3) sets of full-size drawings

You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.

FEE COMPUTATION	\$700.00 (\$400 publication fee plus \$300 base review fee) plus
_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft. plus \$30 per lot or unit for residential construction.	(NOTE: Round off to nearest 1,000) + _____
	Total Amount Due \$ _____

Owner of Property Ann Arbor Cross Road Plaza LLC.
Owner's Address 14520 Stephens City: Warren State: MI Zip Code: 48089
Owner's Phone # 313,801-2832 Owner's Email hbeshi@aol.com
Signature of Owner: _____ Print Name: H. Johnny Beshi

Subscribed and sworn to before me, a Notary Public in and for the County of Macomb State of Michigan
on this 2nd day of Dec 2022
Signature of Notary: _____ My commission expires 10/12/23
Acting in the County of Macomb



1 For All Brewery

38083 Ann Arbor Rd. Livonia, MI 48150

Operating hours are 2pm-10pm Wednesday through Saturday and closed to public Sunday through Tuesday. This allows enough time for brewing on the closed days and mornings and reduces open hours to only the busiest and most financially productive times. After the Grand Opening 'period', business hours may be extended to Sundays during the NFL season, as well as Tuesday evenings.

On days scheduled to be closed to the public, there may be private rental consideration.

Brewer/Owner

Joe Walters, former Head Brewer and founding partner of Liberty Street Brewing Company in Plymouth, MI. 13 years in business with several years of production and packaging for statewide distribution. He has designed many breweries as a consultant and was also an instructor at Schoolcraft College in the Brewing and Distillation Technologies Program.

Equipment

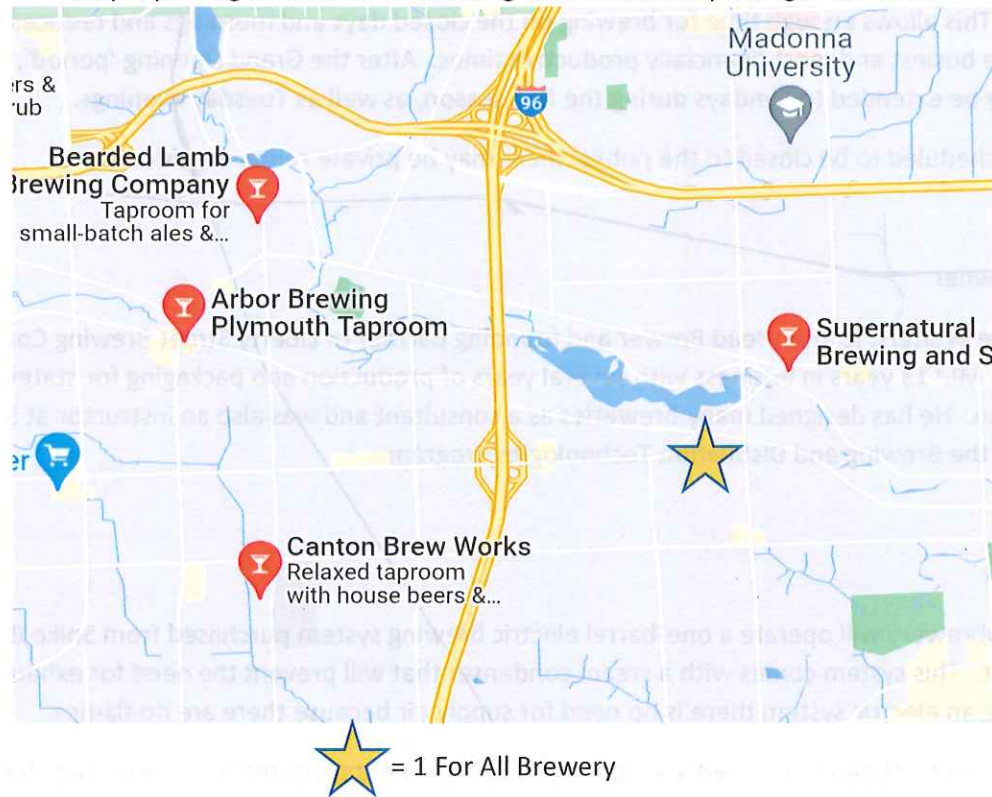
The microbrewery will operate a one-barrel electric brewing system purchased from Spike Brewing Equipment. This system comes with a steam condenser that will prevent the need for exhaust hoods. Also, being an electric system there is no need for supply air because there are no flames.

After the beer has been fermented and conditioned, it will be transferred to ½ barrel kegs for dispensing from the cold room.



Site location

The site in consideration for this project is a 1200 square foot retail space in the City of Livonia at 38083 Ann Arbor Rd. It is in one of three buildings in the Ann Arbor Crossroads shopping complex. There is ample parking in front of the building with additional parking in the rear.



1. Market Competitors – The State of Michigan has a very strong craft beer presence, from major international breweries to local neighborhood pubs. There are currently almost 400 licensed breweries in Michigan, with several more in planning. With this growing competition, we are seeing breweries starting to close, the majority of which are brewpubs or packaging facilities with the burden of a full restaurant or low margin in distribution. This microbrewery model takes advantage of higher margins due to lowered cost of production and other overhead, while enjoying similar revenue.

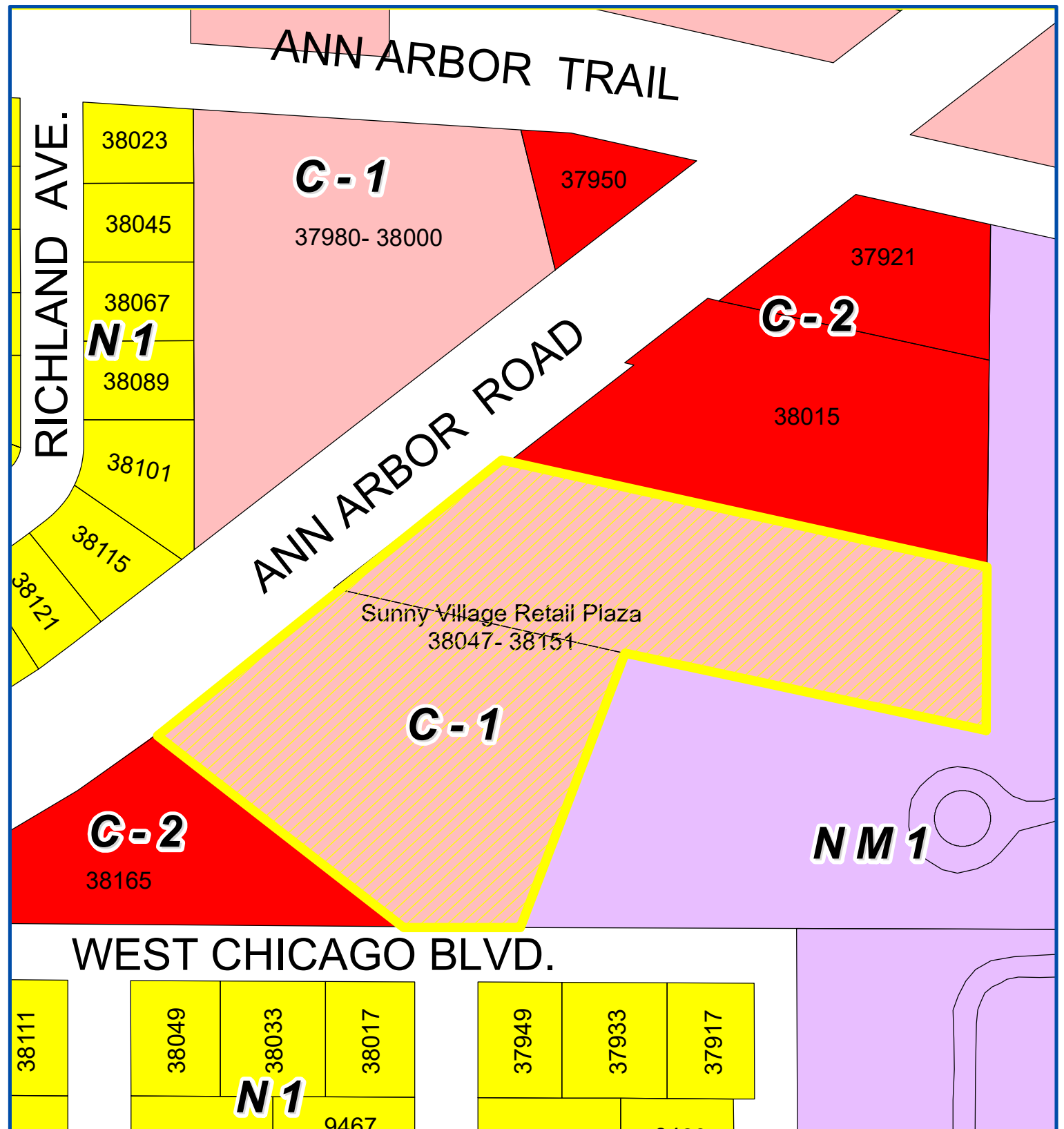
2. Local Competitors – Livonia is a large community that has a brewpub and a distillery, and this will be slightly different as a microbrewery with no food as licensed from the State. There are a few breweries near 1 For All Brewery; in Canton and Plymouth, all within 3 miles.

3. Synergistic Businesses – because the microbrewery concentrates solely on the production and quality of the beer, food consideration is at a minimum. In the same shopping center as 1 For All Brewery there are two restaurants that will provide a large selection of food to be purchased by the customers for enjoyment in the brewery tasting room.

Brewing description for 1 For All Brewery

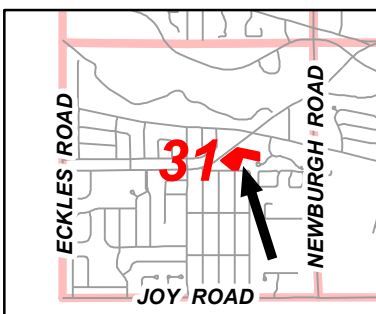
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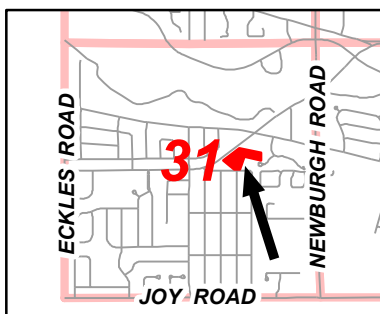
Address & Zoning Map

Petition 2022-12-02-23
1 For All Brewery
38083 Ann Arbor Road
to utilize a micro brewing license



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2022-12-02-23
1 For All Brewery
38083 Ann Arbor Road
to utilize a micro brewing license



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 4

Petition 2022-12-02-23 submitted by Individual Brewing Co. L.L.C., requesting waiver use approval under Section 6.09 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast ¼ of Section 31.

January 24, 2022: Study Meeting:

This petition involves a request to operate a microbrewery at the Ann Arbor Crossroads shopping center located on Ann Arbor Road, just south of Ann Arbor Trail. The zoning is C-1, Local Business, which treats brewers, microbrewers, brewpubs, and distilleries as waiver uses under Section 6.09 of the Livonia Vision 21 Zoning Ordinance.

A Micro Brewer license, as defined by MCL 436.1109(5), is issued by the Michigan Liquor Control Commission (MLCC), allowing for the manufacture of no more than 60,000 barrels per year and to sell to licensed wholesalers beer produced at the licensed facility, and to customers for consumption on or off the premises at a tasting room located on its manufacturing premises where it also holds an On-Premises Tasting Room Permit. A qualified Micro Brewer licensee that manufactures fewer than 1,000 barrels a year may also self-distribute its beer to retailer licensees.

Ann Arbor Crossroads consists of three (3) multi-tenant buildings with approximately 23,500 square feet of rentable building area enough for about fifteen to sixteen (15-16) tenants. Some larger businesses currently at the center include Sunny Valley Cleaners, Healthy Paws Vet Center, Little Caesars, Livonia Trophy, and Biggby Coffee. The proposed 1-For-All Brewery would occupy a 1,200-square-foot unit in Building "A" at the north end of the complex. This unit is between So Moon Bowl and Sushi, which occupies the south endcap unit of Building "A" and Livonia Trophy. Biggby Coffee occupies the north endcap unit. Altogether, Building "A" is about 5,000 square feet in size.

Abutting the shopping center on its north side is a McDonald's Restaurant, zoned C-2 (General Business). The C-2 District continues north and includes a Mobil gas station at the southeast corner of Ann Arbor Road and Ann Arbor Trail. The Arbor Woods Apartments zoned NM1 (Neighborhood Multifamily), borders the shopping center's rear. To the south, across West Chicago, are homes in the Golden Ridge Subdivision, zoned N1 (Neighborhood). And directly across the site on the opposite side of Ann Arbor Road is a Dollar Tree, zoned C-1.

The submitted floor plan shows the division of the space into three (3) distinct operations: 1) a tasting room, 2) a cold room, and 3) a brewery. The beer would be manufactured in the brewery room located at the rear of the unit, behind the cold room. According to information submitted by the Petitioner describing the operation, brewing consists of adding grain to hot water to extract sugar and then boiling it to sterilize. After rapid cooling, yeast is added to the fermenters. The brewing process takes approximately eight (8) hours. The fermenters stay in the brewery room for about two weeks until fermentation is complete, then the fermenter is moved to the cold room for carbonation which can be as fast as twenty-four (24) hours. The cold room would be in the middle portion of the unit, adjacent to the tasting room. The beer, at this point, is ready to be served direct from the fermenter. Taps would be installed through the wall from the cold room to the tasting room. The tasting room would be located in the front portion of the unit and consist of tables and chairs that can accommodate twenty-five (25) customers. Customers would enjoy the beer in the tasting room by the glass or can purchase beer in 64-ounce growlers (glass or plastic bottles) for consumption off the premises. The only food items served in the tasting room would be popcorn from a machine. No food would be prepared on-site, but customers would be allowed and encouraged to bring food in from elsewhere, including the two (2) existing restaurants within the Ann Arbor Crossroads shopping center.

The brewer/owner of 1-For-All Brewery, Joseph Walters, is the former head brewer and founding partner of the Liberty Street Brewing Company in Plymouth, Michigan. Mr. Walters has 13 years of experience in brewing, including several years in the production and packaging for statewide distribution. He has designed many breweries as a consultant and was also an instructor at Schoolcraft College in their Brewing and Distillation Technologies Program. Operating hours of the proposed micro-brewery would be 2 pm to 10 pm, Wednesday through Saturday. The facility would be closed Sunday through Tuesday to allow brewing. There may be private rental considerations on days scheduled to be closed to the public.

Access and parking are shared between the three (3) buildings and tenants that make up the Ann Arbor Crossroads complex. Required parking is based on the following schedule for planned commercial or shopping centers: one (1) parking space for each two hundred fifty (250) square feet of gross leasable area (GLA), not including full-service restaurants, plus one (1) parking space for every seventy-five (75) square feet of gross floor area devoted to full-service restaurants. For Ann Arbor Crossroads, this translates to a total of 112 spaces: 86 spaces for the rentable building areas dedicated to general retail and carry-out restaurants and 26 spaces for the full-service Biggby restaurant. The site contains a total of approximately 132 parking spaces. Thus, the existing parking of Ann Arbor Crossroads is adequate to handle the parking needs of the proposed microbrewery.

PUBLIC HEARING

ITEM 4 Petition 2022-12-02-23 – 1 For All Brewery

Page 3

Section 6.09(2)(A) specifies that brewers, microbrewers, brewpubs, and distilleries shall not be within 1,000 feet of any other such licensed establishment as measured from the actual premises being used or proposed for the use of the respective properties. There are no such establishments within 1,000 feet of this location.

Another special requirement, Section 6.09(2)(B), specifies that a proposed licensed establishment shall be located at least 400 feet distant from any church or school building, either public or parochial, as measured from the nearest point on the building proposed to be licensed to the existing church or school building. No church or school building exists within 400 feet of the subject unit.

The petitioner is not proposing any exterior changes or modifications to the unit associated with the proposed use. This micro-brewery would be allowed wall signage not exceeding one (1) square foot of sign area for each lineal foot of unit frontage.

January 31, 2022: Public Hearing:

Approving Resolution: The request to operate a Micro-Brewery and Tasting Room (1-For-All Brewery) at 38083 Ann Arbor Road is approved based on a determination that it complies with all of the special and general waiver use standards and requirements provided under Sections 6.09 and 13.13 of the Livonia Vision Zoning Ordinance. This approval is subject to City Council approval and the following conditions:

1. This waiver use applies only to the operation of a Micro-Brewery. Authorization to operate any other type of liquor license, including, but not limited to, a Class C, Tavern, or Club license, shall require City Council approval.
2. Customer seating in the tasting room shall be limited to twenty-five (25).
3. The hours of operation the business is allowed to be open to the public or for private events is limited from 10:00 a.m. to 10:00 p.m.
4. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
5. No LED light band or exposed neon shall be permitted on the site, including the building or around the windows.

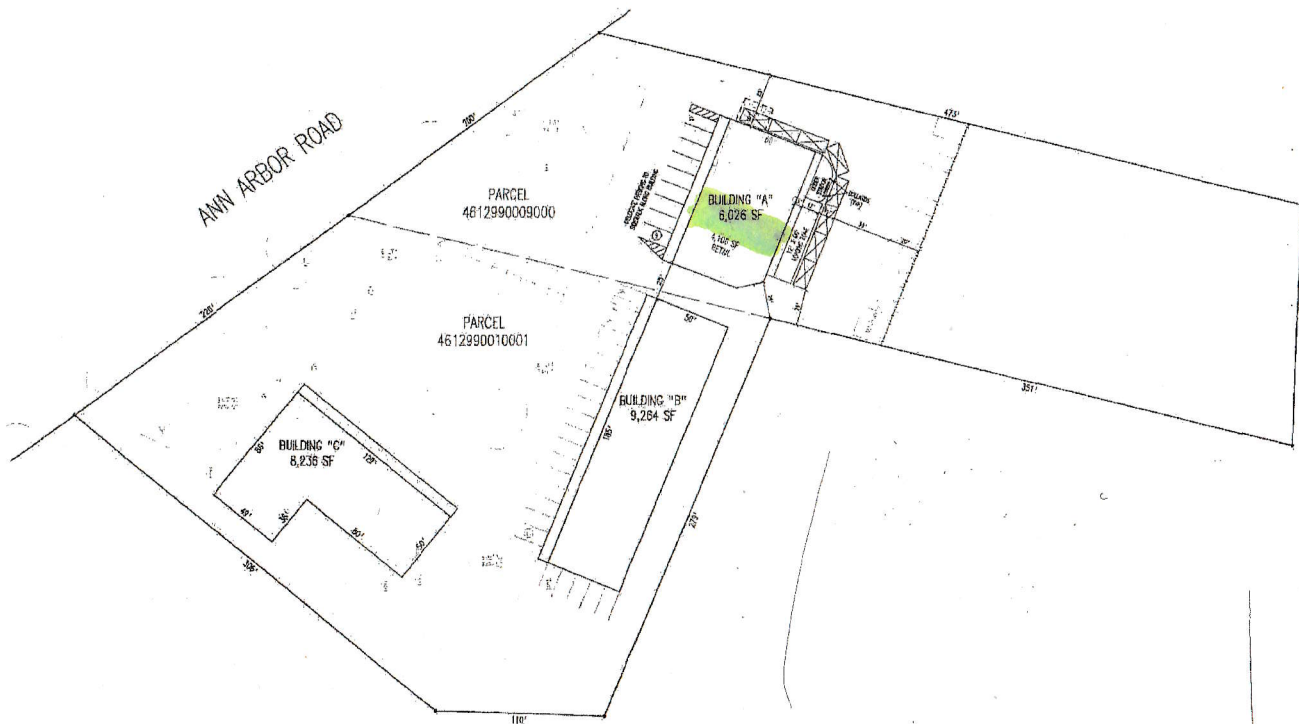
6. Unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers, or sponsor vehicles designed to attract the attention of passing motorists, is prohibited, and
7. Per Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

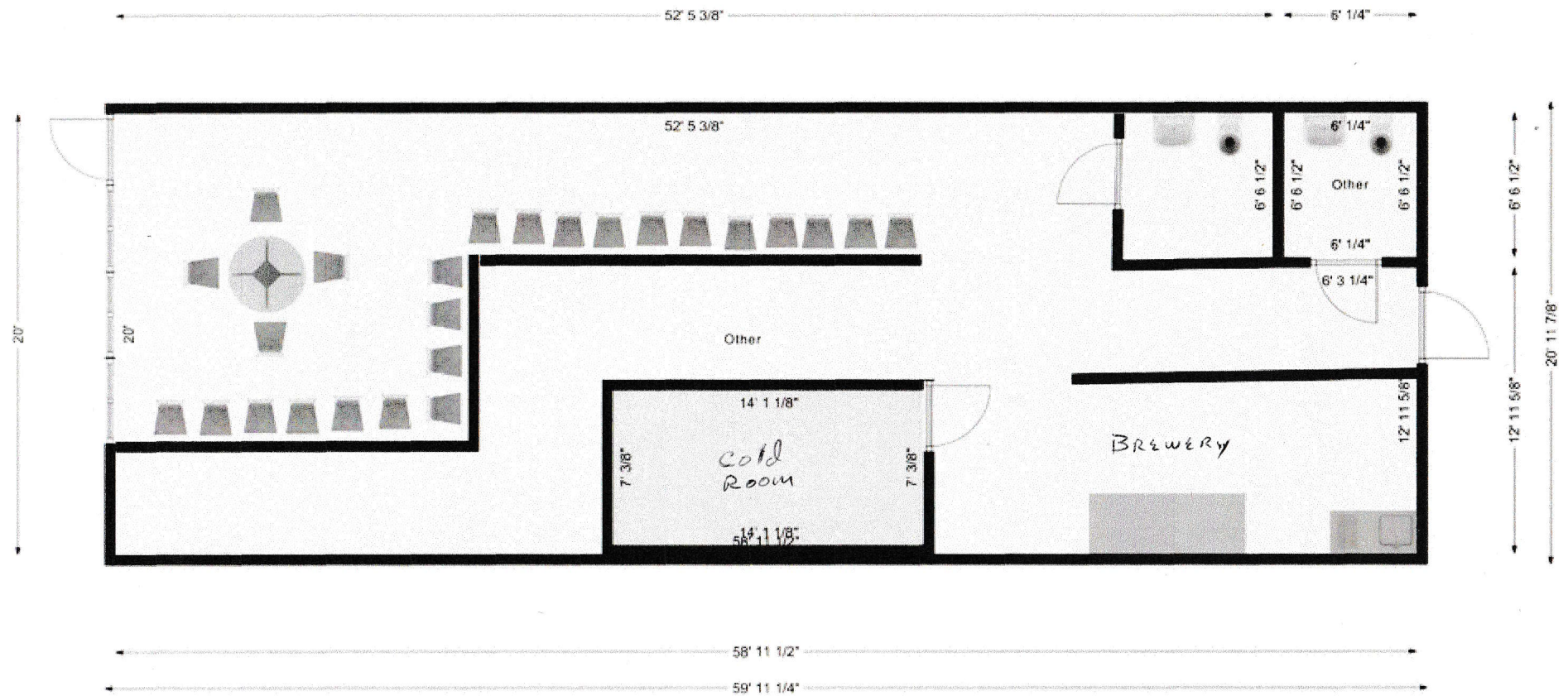
Denying Reasons: The request to operate a Micro Brewer license, including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road, is hereby denied for the following reasons:

1. The petitioner has failed to affirmatively show that the proposed use complies with all of the general wavier use standards and requirements as set forth in Sections 6.09 and 13.13 of the Livonia Vision 21 Zoning Ordinance, as amended.
2. There is no demonstrated need for a microbrewery and tasting room in this area of the City.
3. The petitioner has not sufficiently demonstrated that the proposal would be compatible with and in harmony with surrounding uses in the area.
4. The petitioner has failed to demonstrate that proper and adequate safety measures would be provided for the proposed use.
5. The proposal conflicts with the spirit and intent of the Zoning Ordinance to promote and encourage a balanced and appropriate mix of uses in a neighborhood, and
6. The proposed use is contrary to the goals and objectives of the Zoning Ordinance, which, among other things, are intended to ensure the suitability and appropriateness of uses.



RETAIL BUILDING AREA - BUILDING "A" - 6,026 SF
"B" - 9,294 SF
"C" - 8,236 SF





DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

DAVID W. LEAR, P.E.
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150
(734) 466-2571
FAX: (734) 466-2195

December 19, 2022

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2022-12-02-23 – #38083 Ann Arbor Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcels are assigned the range of addresses of #38047 thru #38151 Ann Arbor Road, with the addresses of **#38047 and #38133 Ann Arbor Road** being assigned to the overall parcels.

The existing parcel is currently served by public water main and sanitary sewer, as well as privately-owned storm sewer. Based on the submitted drawings, there should be no impacts to the existing systems as a result of the proposed project.

It should be noted that although there is no work planned in the Ann Arbor right-of-way, any disturbances within the right-of-way will require the owner to obtain permits with the Michigan Department of Transportation (MDOT).

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at dlear@livonia.gov or tzilincik@livonia.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "David W. Lear", is written over a horizontal line.

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

cc: 2022 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: January 10, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: **Petition 2022-12-02-23 38083 Ann Arbor Rd. 1 for All Brewery**

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

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

Provide specifics on processes and quantities produced (if applicable).

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

CM

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

MAUREEN MILLER BROSNAN
MAYOR

RECEIVED
DEC 21 2022
CITY OF LIVONIA
PLANNING COMMISSION

December 19, 2022

Mr. Scott Miller
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154

Re: Petition 2022-12-02-21 - 30471 Plymouth Road

Mr. Miller,
I have reviewed the plans in connection with the petition. I have no objections to the proposals.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Sgt. Scott Szczepanski #543
Scott Szczepanski, Sergeant
Traffic Bureau
(734) 466-2107

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

SM
THOMAS GORALSKI
CHIEF OF POLICE



15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

MAUREEN MILLER BROSNAN
MAYOR

RECEIVED
DEC 21 2022
CITY OF LIVONIA
PLANNING COMMISSION

December 19, 2022

Mr. Scott Miller
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154

Re: Petition 2022-12-02-23 - 38083 Ann Arbor Road

Mr. Miller,

I have reviewed the plans in connection with the petition. I have the following objections to the proposals.

I am concerned that there are not enough parking spaces including spaces that are designated for the handicapped to meet the needs of this business. The parking lot is already small and it will be shared with several other businesses in this plaza. The need for additional parking spaces for both general parking and handicapped parking is a necessity that should be addressed with the proposed business.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Scott Sczepanski #543

Scott Sczepanski, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2580
FAX: (734) 466-2095

Date: January 24, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2022-12-02-23 – 38083 Ann Arbor Road

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

1. The dumpster enclosure on this site has not been provided since the last waiver use approval on this site. The enclosure must meet the requirements set forth in Livonia Vision 21 Zoning Ordinance 10.03(8). Permits and inspections are required for the dumpster enclosure.
2. Signage has not been reviewed for this petitioner. All signage must meet the sign ordinance, or a Zoning Board of Appeals variance would be required.
3. Permits and inspections will be required for the renovation of this space if this proposal moves forward.

This Department has no further objections to this Petition.

I trust this provides the requested information.

Jerome Hanna

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

December 15, 2022

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

Petition 2022-12-02-23 - 38083 Ann Arbor Road

Dear Mr. Miller,

I have reviewed the address connected with the above noted petition. The following amounts are due to the City of Livonia:

Unpaid water and sewer charges:	\$ 431.50
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Total Due City of Livonia	\$ 431.50
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Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

Transaction Statement

Service Address

38083 ANN ARBOR RD
LIVONIA, MI 48150

Mailing Address

ANN ARBOR CROSSROADS PLAZA
14520 STEPHENS
WARREN, MI 48089

Account Number

015314560-001

Amount Due

\$0.00

Account Number

015314560-001

From - Through

08/02/2022 - 01/10/2023

Services

Water & Sewer - Metered

Service Address

38083 ANN ARBOR RD
LIVONIA, MI 48150

Beginning Balance

\$747.31

Date	Type	Amount	Description
08/15/2022	Penalty	\$74.73	
10/15/2022	Bad Debt	(\$515.63)	Adjustment Reason: Transfer
10/15/2022	Bill	\$85.86	Due Date 11/10/2022
11/15/2022	Penalty	\$39.23	
01/09/2023	Payment	(\$431.50)	Cash

Total Due

\$0.00

Transaction Statement

Account Number

015314560-001

Transaction Statement

Service Address

38083 ANN ARBOR RD
LIVONIA, MI 48150

Mailing Address

ANN ARBOR CROSSROADS PLAZA
14520 STEPHENS
WARREN, MI 48089

Account Number

015314560-001

Amount Due

\$431.50

Account Number

015314560-001

From - Through

06/14/2022 - 12/14/2022

Services

Water & Sewer - Metered

Service Address

38083 ANN ARBOR RD
LIVONIA, MI 48150

Beginning Balance

\$661.45

Date	Type	Amount	Description
07/15/2022	Bill	\$85.86	Due Date 08/10/2022
08/15/2022	Penalty	\$74.73	
10/15/2022	Bad Debt	(\$515.63)	Adjustment Reason: Transfer
10/15/2022	Bill	\$85.86	Due Date 11/10/2022
11/15/2022	Penalty	\$39.23	

Total Due

\$431.50

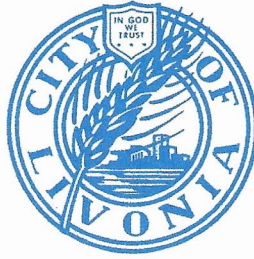
Transaction Statement

Account Number

015314560-001

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3060
(734) 466-2245
FAX: (734) 421-7230

January 5, 2023

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

Re: Petition 2022-12-02-23

30803 Ann Arbor Road
Ann Arbor Crossroads Plaza LLC

Dear Mr. Miller,

In accordance with your request, the Treasurer's Office has reviewed the name and addresses connected with the above noted petition. At this time there are no taxes due, therefore I have no objections to the proposal.

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

January 9, 2023

15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

Scott Miller, Planner IV
Planning Commission
33000 Civic Center Drive
Livonia, MI 48154

RE: Petition 2022-12-02-23 – 38083 Ann Arbor Road (1 For All Brewery)

Dear Mr. Miller,

We reviewed the plans submitted by Individual Brewing Co. L.L.C., requesting waiver use approval pursuant to Section 6.09 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast quarter of Section 31.

After reviewing the plans with the Chief of Police, we have no objections to the waiver being granted, contingent that the petitioner complies with:

- All State Laws
- City Ordinances
- Stipulations and conditions set by the Livonia Police Department, Liquor Investigation Unit, as approved by the Chief of Police
- Stipulations and conditions set by the Traffic Bureau of the Livonia Police Department

We are available to provide any additional information you may desire on this subject.

Sincerely,

FOR THE CHIEF OF POLICE,

Jeffrey Ronayne
Special Services Bureau

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Brewer or Micro Brewer Licensing Requirements & General Information

A Brewer license, as defined by MCL 436.1105(14), is issued by the Michigan Liquor Control Commission to a person located in Michigan to manufacture and sell to licensed wholesalers, beer produced at the licensed brewery facility, and to customers for consumption on or off the premises at a tasting room located on its manufacturing premises where it also holds an On-Premises Tasting Room Permit.

A Micro Brewer license, as defined by MCL 436.1109(5), is issued by the Commission to a person located in Michigan to manufacturer no more than 60,000 barrels per year and sell to licensed wholesalers, beer produced at the licensed brewery facility, and to customers for consumption on or off the premises at a tasting room located on its manufacturing premises where it also holds an On-Premises Tasting Room Permit. A qualified Micro Brewer licensee that manufactures fewer than 1,000 barrels a year may also self-distribute its beer to retailer licensees.

How to Apply

All applicants requesting a new Brewer or Micro Brewer license, seeking to transfer ownership of a Brewer or Micro Brewer license, or transferring interest (stock or membership interest) in a Brewer or Micro Brewer license must submit the following:

- **Application Form**

For a new Brewer or Micro Brewer license or to transfer a Brewer or Micro Brewer license - [Manufacturer License & Permit Application \(Form LCC-150\)](#)

To transfer interest in a Brewer or Micro Brewer license – [License Interest Transfer Application \(LCC-101\)](#)

- **Inspection Fee** - A \$70.00 nonrefundable inspection fee is required for each license requested in an application. For example, if an applicant has requested a new Micro Brewer license in conjunction with a new Small Wine Maker license, the inspection fee would be \$140.00.
- **Local Approval** – If the applicant intends to sell beer it manufactures under its Brewer or Micro Brewer license in an approved tasting room located on the manufacturing premises under an On-Premises Tasting Room Permit, it must obtain the approval of the local legislative body of the local governmental unit where it will be licensed. The [Manufacturer License & Permit Application \(Form LCC-150\)](#) contains a Local Governmental Approval form (LCC-106a) that can be used by the local governmental unit to approve or disapprove the request for the On-Premises Tasting Room Permit.

Local approval is not necessary for the Commission to consider approval and issuance of a Brewer or Micro Brewer license when the applicant does not intend to sell its beer to customers on the premises where it manufactures the beer and has not applied for an On-Premises Tasting Room Permit; however, applicants will still need to comply with any local ordinances specific to manufacturing operations.

- **License & Permit Fees** – The initial and annual renewal fee for a Brewer or Micro Brewer license is \$50.00. Additional fees will vary based upon whether additional licenses and permits are requested in conjunction with a Brewer or Micro Brewer license. If the Brewer or Micro Brewer license applicant plans to sell its beer at retail on its manufacturing premises in a tasting room, it must also apply for an On-Premises Tasting Room Permit, for which the initial and annual renewal fee is \$100.00.
- **Livescan Fingerprints** – Applicants that have never been licensed through the Michigan Liquor Control Commission must submit fingerprints through the Livescan fingerprinting process - [Livescan Fingerprint Background Request Form](#).
- **Property Document** – Applicants must provide documentation that demonstrates they will have control over the property that comprises the proposed licensed premises. Property documents include deeds, land contracts, and lease agreements.
 - A provision to reassign the license in the event of a default on a land contract or termination of a lease agreement may be included, but may only provide for the reassignment subject to Commission approval.
 - If the applicant is a company and its members or stockholders own the real estate as individuals or under another company, a lease agreement is needed.
 - If the applicant is an individual and he or she owns the real estate with a spouse or someone else who will not be named on the license, a lease between the applicant and the owners of the real estate is needed.
- **Federal Brewer's Notice** – Applicants must provide a copy of the federal Brewer's Notice issued by the federal Alcohol and Tobacco Tax and Trade Bureau (TTB) prior to issuance of the Brewer or Micro Brewer license. This is not required to be submitted at the time of application with the Commission, but should be applied for through the TTB as soon as possible, as the TTB process may take longer to complete than the Michigan licensing process.
- **Purchase Agreement** – Applicants requesting to transfer a license from another licensee must submit an executed purchase agreement or other documentation signed by both the applicant and the current licensee, which details the sale of the liquor license(s) and other business assets.
 - Purchase agreements must specifically indicate that the liquor license is being sold and provide the purchase price and terms of the sale.
 - Purchasers of on-premises licenses must have at least 10% of the purchase price of the business, excluding real estate.
 - Purchase agreements that are not for cash only sales and include real estate must list the personal property, including the licenses, and real estate with the terms and price for each.

- If the personal property and real estate are being purchased by separate people or entities, the purchase agreement must indicate those names and who is purchasing which items.
- If the applicant will not pay the full purchase price at closing, the balance due may be covered by a security agreement or promissory note. Alcoholic beverage inventory cannot be included on a security agreement or promissory note.

In addition to the documents required by all applicants:

Corporations must submit the following information per Administrative Rule R 436.1109:

- Copy of current, filed Articles of Incorporation.
- Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of this state.
- Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission (or Part 3 of Form LCC-301).
- [Report of Stockholders/Members/Partners \(Form LCC-301\)](#)

Limited Liability Companies (LLC) must submit the following information pursuant to Administrative Rule R 436.1110:

- Copy of Articles of Organization and copies of any amendments to the Articles of Organization.
- Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
- Copy of Operating Agreement entered into by members.
- Copy of most recent annual statement filed with the Corporations Division, if an existing LLC.
- Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission (or Part 3 of Form LCC-301).
- [Report of Stockholders/Members/Partners \(Form LCC-301\)](#)

Partnerships must submit the following information per Administrative Rule R 436.1111:

- Partnership Agreement, if a Limited Partnership.
- [Report of Stockholders/Members/Partners \(Form LCC-301\)](#)

Licensing Process

- The Licensing Division reviews the application and corresponding documents for completeness and verifies the appropriate fees have been received. If additional documents, fees, or corrections to documents are needed, Licensing will notify the applicant.

- Once all the necessary documents have been received Licensing will submit the request to the Enforcement Division for its investigation.
- The Enforcement Division will contact the applicant to schedule an interview with the applicant (and current licensee for license transfers). At this meeting an investigator will review with the applicant documents, including:
 - purchase agreement
 - financial documents
 - property documents
 - other items pertaining to the application
- After the interview, the investigator will prepare a report for the Commission regarding the investigation and submit the request back to Licensing for further processing.
- Licensing reviews the report from Enforcement and any additional documents received during the interview process. The request is prepared for the Commission to consider and placed on a docket for an upcoming licensing meeting.
- The Commission considers the request, including:
 - the liquor license operating history of the applicant (if a current or prior licensee)
 - the arrest and conviction record of the applicant
 - whether the applicant meets the requirements for a license
 - the applicant's financial information
 - opinions of the local legislative body or police department, if received.
- The Commission will approve or deny the request based on these factors. Occasionally, the Commission will request more information from the applicant before making a final decision.
- After the Commission makes a decision on the request, the file is returned to Licensing for final processing.
 - Approval orders are sent to the applicant requesting any final items before the issuance of the license.
 - Denial orders are sent to the applicant and the applicant may appeal the decision.
- When all the final items are received by Licensing, the completed request is forwarded to the Renewal Unit for the issuance of the physical license documents.
 - Any changes in financial provisions at the time of closing which do not conform to the terms previously indicated and investigated may require submission of new forms and possible additional investigation.

Permits, Permissions, and Authorizations

On-Premises Tasting Room Permit – This permit allows the Brewer or Micro Brewer licensee to sell beer it manufactures to customers for consumption on or off in an

approved tasting room located on the manufacturing premises. If the licensee is also licensed to manufacture wine, spirits, or mixed spirit drink products at the same location where it is licensed with a Brewer or Micro Brewer license, it may also sell those products in the approved tasting room that is issued this permit.

A licensee issued an On-Premises Tasting Room Permit must maintain Proof of Financial Responsibility (liquor liability insurance) as required by MCL 436.1536(7)(e) and MCL 436.1803 see [Proof of Financial Responsibility form \(Form LC-95\)](#), and must comply with the minimum [server training requirements](#) for retail sales as required by MCL 436.1535(7)(d) and MCL 436.1906.

On-Premises Tasting Room Permit limits for Brewer or Micro Brewer licenses:

- A Brewer may have no more than 2 On-Premises Tasting Room Permit locations.
- A Micro Brewer making fewer than 30,000 barrels of beer per year may have an On-Premises Tasting Room Permit at any of its separate manufacturing premises.
- A Micro Brewer making 30,000 barrels of beer or more a year may have an On-Premises Tasting Room Permit at no more than 3 of its manufacturing premises.
- If a Brewer or Micro Brewer has more than one On-Premises Tasting Room Permit location it may sell beer it made at any of its manufacturing premises at any of its On-Premises Tasting Room Permit locations under one of the following conditions:
 - Beer made at another location by the same Brewer or Micro Brewer is transferred to be sold at an On-Premises Tasting Room Permit location that has an installed and functional multivessel system capable of producing and fermenting at least 3 barrels of wort in a single batch
 - Beer made at another location by the same Brewer or Micro Brewer is transferred to be sold at an On-Premises Tasting Room Permit location where the Brewer or Micro Brewer manufactures at least 50% of the volume of beer at that location that is sold to consumers at that location
 - Beer made at another location by the same Brewer or Micro Brewer is transferred to be sold at an On-Premises Tasting Room Permit location that was approved by the Commission under an application received prior to October 1, 2018
- May sell beer for consumption off the premises.
- May sell and serve full size drinks.
- No size or number limit on tasting samples.
- May serve food or have a restaurant in conjunction with the On-Premises Tasting Room Permit.

Sunday Sales Permit (A.M.) - A permit that allows the sale of beer on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government. A Sunday Sales Permit (P.M.) is not required for beer sales after 12:00 noon on Sunday.

Specific Purpose Permit - A permit that allows specific types of activities (such as the service of food, sporting activities, meetings, etc.) to occur on the licensed premises outside the legal hours for the sale of alcohol. A specific purpose permit does not allow the sale of alcohol outside of the legal hours of sale.

Dance Permit - Allows dancing by patrons of a business with an on premises license. Often combined with an Entertainment Permit.

Entertainment Permit - Permits certain types of live entertainment at a business with an on premises license. An entertainment permit does not allow topless activity. Often combined with a Dance Permit.

Extended Hours Permit - A permit held in conjunction with a Dance or Entertainment Permit (or both) that allows dancing or entertainment on the licensed premises outside the legal hours for the sale of alcohol. An Extended Hours Permit does not allow the sale of alcohol outside of the legal hours of sale.

Catering Permit - Authorizes a holder of a Brewer or Micro Brewer license to sell, deliver, and serve beer, and wine in the original containers at private events. A licensee must have a food service establishment license or retail food establishment license to qualify for this permit.

Beer & Wine Tasting Permit - A permit that allows for a Brewer or Micro Brewer licensee to conduct a beer tasting event at the licensed premises of a Specially Designated Merchant (SDM) licensee. A Salesperson licensee representing the Brewer or Micro Brewer licensee must conduct the tasting event.

Living Quarters Permit - Allows living quarters to be directly connected to the licensed premises.

Direct Connection permission - Allows connections from the licensed premises to unlicensed premises.

Outdoor Service authorization - Authorization granted by the Commission for a license to sell alcohol outdoors in an area controlled by the licensee. This can be a patio area next to the licensed premises or a space as large as a golf course

Churches & Schools

A new application to sell alcoholic beverages at retail under an On-Premises Tasting Room Permit, or a request to transfer location of an existing license that intends to sell alcoholic beverages under an On-Premises Tasting Room Permit, may be denied if the contemplated location is within 500 feet of a church or school. The Commission may waive the church/school provision if the church or school does not file an objection to the proposed license. If the church or school does file an objection, the Commission shall hold a hearing before making a decision on the issuance of the license.

Michigan Department of Agriculture & Rural Development Requirements

Facilities that manufacture alcoholic products in Michigan must be licensed through the Michigan Department of Agriculture & Rural Development (MDARD) in addition to

licensure through the Commission. You may contact MDARD regarding the licensing requirements for the type of establishment for which you are applying by calling, toll-free, 800-292-3939 or visiting www.michigan.gov/mdard.

Manufacturing & Labeling

Beer must be manufactured in accordance with federal beer regulations published in the Code of Federal Regulations (CFR) Title 27, Part 25, pursuant to R 436.1611.

All beer products sold in Michigan must have labels approved by the Commission prior to being sold. All beer sold in Michigan must be labeled in accordance with TTB regulations. The Commission uses an on-line label registration process through the [Michigan Wholesale Product Registry \(MWPR\)](#), which requires prior registration with the TTB. Upon licensure, the applicant will be provided with a password and instructions to access the on-line registration site. There is no fee for Michigan label registration.

Mandatory label information, pursuant to TTB regulations:

- Brand name.
- Class, type or, in lieu of, a truthful & adequate statement of composition shall appear on the brand label of the product.
- Name and address of bottler or packer where bottled or packed.
- Net contents.
- Government Warning Statement.
- Alcohol content by volume is optional.

For federal labeling information contact the TTB at 866-927-2533 or www.ttb.gov.

Container Deposits

Beer, mixed wine drink (wine coolers) & mixed spirit drink (spirit coolers) sold in containers of one (1) gallon or less must comply with the Beverage Container Act (Initiated Law of 1976) by requiring a deposit of not less than 10 cents per container when sold to consumers. Containers must be clearly labeled with the name of this state and the deposit amount; "MI" or "MICH" are acceptable abbreviations for Michigan. The wholesaler who sells the returnable containers to their retail customers initiates the container deposit.

Beer Excise Tax Reports

Michigan beer excise tax rate is \$6.30 per barrel. A barrel contains 31 gallons. Brewers and Micro Brewers shall pay the Michigan beer excise tax or may designate a wholesaler to pay the tax on their behalf for all beer manufactured and sold in this state. A Brewer

or Micro Brewer licensee is required to submit a Michigan Beer Tax Report and Michigan Brewer or Micro Brewer Report of Sales no later than the 15th day after the end of each quarter (April 15, July 15, October 15, and January 15) regardless of whether a wholesaler has been designated to pay the taxes. Sales and shipments made to military installations, Indian reservations or out-of-state by Brewers or Micro Brewers are nontaxable.

Beer that is sold for consumption in an approved tasting room or self-distributed by the licensee to retailer licensee is subject to the beer excise tax and must be submitted by the Brewer or Micro Brewer licensee regardless if a wholesaler has been designated to pay tax on wholesale shipments to retailers.

For further questions relating to beer tax, please contact our Financial Management Division at: 517-284-6260. Tax forms and instructions may be located on the Commission website at: https://www.michigan.gov/lara/0,4601,7-154-89334_10570_14177_15067---,00.html.

Sales to Wholesalers

All sales must be made through licensed wholesalers (except retail sales to customers at an approved tasting room with an On-Premises Tasting Room Permit). A Micro Brewer licensee may self-distribute to a retailer licensee if the Micro Brewer licensee does not sell more than 2,000 barrels of beer a year (see self-distribution information below).

A Brewer or Micro Brewer licensee must grant each of its wholesalers an exclusive sales territory. A Brewer or Micro Brewer licensee must enter into a written agreement each of the wholesalers specifying the brand or brands to be distributed and the territory where exclusive sales are granted. There can be no overlapping of sales territories between wholesalers of similar brands.

There is no prohibition against offering wholesalers quantity discounts as long as the discounts are uniformly offered to all wholesalers. The Liquor Control Code requires the sale and purchase of all alcoholic beverages to be for cash only, at the time of delivery to wholesalers.

Self-Distribution of Beer

A Micro Brewer may self-distribute beer to a retailer if it does not sell more than 2,000 barrels of beer per year. Beer sold for consumption in a Micro Brewer's tasting room does not count toward calculating the 2,000-barrel threshold. All brands of the Micro Brewer licensee, whether brewed in this state or outside of Michigan, shall be combined to determine the 2,000-barrel threshold. A Micro Brewer that self-distributes to retailer licensees must comply with the following:

- The licensee must file a schedule of net cash prices to retailer licensees: https://www.michigan.gov/documents/lara/Beer_Price_Filing_535194_7.pdf

- The beer must conform to the bottle deposit requirements of [1976 IL 1, MCL 445.571 to 445.576, commonly referred to as the “Bottle Bill”](#), as applicable.
 - The licensee must register the beer on the [Michigan Wholesale Product Registry \(MWPR\)](#) and [must report and pay the applicable taxes on the products sold](#).
 - The licensee cannot self-distribute to retailer licensees in a sales territory where it has granted exclusive rights to a Wholesaler licensee for the sale of any brand or brands of beer.
 - The deliveries must be made by the licensee’s own employees. The employees must be individually licensed with a Salesperson license, unless otherwise exempt under the law. Please visit the [Salesperson License Information webpage](#) on the MLCC website for more details on Salesperson license requirements.
 - The deliveries must be made in vehicles owned by the licensee. These vehicles must have been issued a delivery vehicle decal by the MLCC. The licensee may apply for vehicle decals using the [Delivery Vehicle Decal Application \(LCC-351\)](#).
-

Barrel Deposits

Manufacturers of beer are required to collect a barrel deposit of \$30.00 for all barrels, 1/2 barrels, and 1/4 barrels of beer sold to wholesalers. A refund of \$30.00 shall be made to a licensee who has made the deposit and returned the barrels for refund. The Rule does not allow a deposit in excess of \$30.00.

Salesperson Licenses

Any person employed by a Brewer or Micro Brewer licensee to sell, deliver, promote, or otherwise assist in the sale of alcoholic liquor in this state is required to hold a Salesperson license issued by the Commission. Employees who work exclusively at the brewery premises and have no contact with wholesalers, retailers, or consumers off the licensed premises do not need a Salesperson license. Salesperson licensees must be at least 18 years of age and are prohibited from being employed by a retailer-tier licensee on a paid or any other basis. For more details on Salesperson licensee requirements and exceptions to the requirements for certain employees please visit the Commission’s webpage for Salesperson licensing information: https://www.michigan.gov/lara/0,4601,7-154-89334_10570_16941-456243--,00.html.

Record Retention and Inspection of Premises and Records

All licensees are required to maintain all sales, purchase, and Salesperson licensee expense records for a minimum of four years. Records may be maintained electronically or otherwise as long as a hard copy of the record can be created upon demand.

A licensee must make the licensed premises available for inspection and search by a Commission Investigator or any law enforcement officer empowered to enforce the Commission's rules and code during regular business hours or when the premises is occupied. The Commission or its duly authorized agent may examine the books, records, or papers of a licensee.

Consumer Participatory Brewery ("Brew-On-Premises") Operation

The Michigan Liquor Control Code requires a license to manufacture and sell beer. While the Code does allow for home brewing for personal consumption, the home brewing must be done at a person's residence. Therefore, a Brew-On-Premise operation whereby a person provides a facility and equipment allowing consumers to participate in the brewing process is not recognized as home brewing and is allowable in Michigan only under a Micro Brewer or Brewer license. The Commission recognizes the licensed Brewer or Micro Brewer to be the manufacturer of the beer and holds that licensee accountable for all actions on its licensed premises. The licensee may not lease out their licensed premises or equipment to any person; however, consumers may participate in the brewing process under the supervision of the licensee. The Commission recognizes the licensee to be selling the finished beer product to the participating consumer. The licensee may however collect the money up-front from the participating consumer. The licensee will be responsible for paying the appropriate beer excise taxes on all beer manufactured and sold in this state. The licensee will also be responsible for registering all beer brands with TTB and the Commission and labeling all containers in accordance with TTB standards. The Commission will allow Brew-On-Premise operations to register a generic label approved by TTB and registered with the Commission with the very basic required information (name and address of bottler, net contents & government warning statement), and allow such labels to be further customized by the customer or licensee with additional brand name or fanciful name addition.

Contract Brewing

A Brewer or Micro Brewer licensee may contract brew beer for a retailer licensee that desires to have a "private label". Such contract-brewed beer is basically treated like any other beer. The Brewer or Micro Brewer licensee producing the beer is responsible for registering the product and trade name with TTB and the Commission; paying the beer excise taxes to the Commission for the beer sold in Michigan; assigning sales territories to wholesalers; and selling the beer only to licensed Michigan wholesalers. Contract brewed beer is no different than any other beer except that someone else may own the trade name, formula, and label rights.

UNAPPROVED MINUTES

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MINUTES OF THE 1,194th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, January 31, 2023, the City Planning Commission of the City of Livonia held its 1,194th Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7 p.m.

Members present: David Bongero Sam Caramagno Glen Long
 Wafa Dinaro Ian Wilshaw

Members absent: Peter Ventura

Mr. Mark Taormina, Planning Director, and Stephanie Reece, Program Supervisor, were also present.

Chairman Wilshaw informed the audience that if a petition on tonight's agenda involves a rezoning request, this Commission makes a recommendation to the City Council who, in turn, will hold its own public hearing and make the final determination as to whether a petition is approved or denied. The Planning Commission holds the only public hearing on a request for preliminary plat and/or vacating petition. The Commission's recommendation is forwarded to the City Council for the final determination as to whether a plat is accepted or rejected. If a petition requesting a waiver of use or site plan approval is denied tonight, the petitioner has ten days in which to appeal the decision, in writing, to the City Council. Resolutions adopted by the City Planning Commission become effective seven (7) days after the date of adoption. The Planning Commission and the professional staff have reviewed each of these petitions upon their filing. The staff has furnished the Commission with both approving and denying resolutions, which the Commission may, or may not, use depending on the outcome of the proceedings tonight.

ITEM #2 PETITION 2022-12-02-23

Individual Brewing

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2022-12-02-23 submitted by Individual Brewing Co. L.L.C., requesting waiver use approval under Section 6.09 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast ¼ of Section 31.

Mr. Taormina: This is a request to operate a microbrewery including an on-premises tasting room. The location is the Ann Arbor Crossroads shopping center, which is on Ann Arbor Road just south of Ann Arbor Trail. The zoning here is C-1 (Local Business). Brewers, microbrewers, brew pubs, and distilleries are all treated as waiver uses under Section 6.09 of the Zoning Ordinance. Arbor Crossroads consists of three multi-tenant buildings with roughly 23,500 square feet of rentable building area. The shopping center can accommodate 15 to 16 tenants. Existing businesses include Sunny Valley cleaners, Healthy Paws Vet Center, Little Caesars, Livonia Trophy, and Biggby coffee. This site is adjacent to a McDonald's restaurant to the north. Plymouth Woods apartment complex is to the east, and Washing Well Cleaners is to the south. A Micro-Brewer license allows for the production of beer. The beer can be sold to consumers for off-premise consumption, as well as to licensed wholesalers. If the production is less than 1,000 barrels per year, the microbrewery can self-distribute to other retail licensees. Holders of a tasting room permit can sell to customers for on-premise consumption. 1-For-All would occupy a 1,200-square-foot unit in Building A, which is at the north end of the complex. Other tenants within this building include So Moon Bowl and Sushi, Livonia Trophy, and Biggby Coffee occupies the north end-cap unit of that building. Building A is about 5,000 square feet in size. The floor plan shows how the space would be used. There would be three components: a tasting room, a cold room, and the brewery room. Beer would be manufactured, as you would expect, in the brewery room, which is located at the rear of the unit. The cold room would be in the center, which is adjacent to the tasting room. Taps would be installed through the wall in the cold room directly into the tasting room. There would be seating for 25 customers at this location. No food would be prepared on-site, but customers would be allowed to bring food in from elsewhere. The hours of operation would be from 2 pm to 10 pm, Wednesday through Saturday. The facility would be closed Sunday through Tuesday to allow for the brewing operations. There would be a consideration for private rentals on days the facility is closed to the general public. Parking for the shopping center requires 112 spaces. The center currently has 132, so parking is adequate to handle the proposed use. A special requirement under Section 6.09 is that an on-premise licensed establishment cannot be within 1,000 feet of any other such licensed business. There are no other on-premise licensed establishments within 1,000 feet. Another requirement is that it cannot be located within 400 feet of a church, school, or park, which it is not. Thus, the proposed

use complies with the special requirements with respect to separation. There would be no changes to the exterior of the building. The only thing would be signage, which would be allowed at a ratio specified in the zoning ordinance. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: The first item is from the Engineering Division, dated December 19, 2022, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time. The subject parcels are assigned the range of addresses of #38047 thru #38151 Ann Arbor Road, with the addresses of #38047 and #38133 Ann Arbor Road being assigned to the overall parcels. The existing parcel is currently served by public water main and sanitary sewer, as well as privately-owned storm sewer. Based on the submitted drawings, there should be no impacts to the existing systems as a result of the proposed project. It should be noted that although there is no work planned in the Ann Arbor right-of-way, any disturbances within the right-of-way will require the owner to obtain permits with the Michigan Department of Transportation (MOOT)." The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated January 10, 2023, which reads as follows: "This office has reviewed the site plan submitted in connection with a request to construct a commercial building on property located at the above referenced address. We have no objections to this proposal with the following stipulations: Provide specifics on processes and quantities produced (if applicable). A further detailed plan review will take place when this division receives an official plan set." The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated December 19, 2022, which reads as follows: "I have reviewed the plans in connection with the petition. I have the following objections to the proposals. I am concerned that there are not enough parking spaces including spaces that are designated for the handicapped to meet the needs of this business. The parking lot is already small and it will be shared with several other businesses in this plaza. The need for additional parking spaces for both general parking and handicapped parking is a necessity that should be addressed with the proposed business." The letter is signed by Scott Sczepanski, Sergeant, Traffic Bureau. The next letter is from Police Department, Special Services Bureau, which reads as follows: "We reviewed*

the plans submitted by Individual Brewing Co. L.L.C., requesting waiver use approval pursuant to Section 6.09 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast quarter of Section 31. After reviewing the plans with the Chief of Police, we have no objections to the waiver being granted, contingent that the petitioner complies with: All State Laws, City Ordinances, Stipulations and conditions set by the Livonia Police Department, Liquor Investigation Unit, as approved by the Chief of Police, Stipulations and conditions set by the Traffic Bureau of the Livonia Police Department." The letter is signed by Jeffrey Ronayne, Special Services Bureau. The next letter is from the Inspection Department, dated January 17, 2023, which reads as follows: *"Pursuant to your request, the above-referenced Petition has been reviewed. 1. The dumpster enclosure on this site has not been provided since the last waiver use approval on this site. The enclosure must meet the requirements set forth in Livonia Vision 21 Zoning Ordinance 10.03(8). Permits and inspections are required for the dumpster enclosure. 2. Signage has not been reviewed for this petitioner. All signage must meet the sign ordinance, or a Zoning Board of Appeals variance would be required. 3. Permits and inspections will be required for the renovation of this space if this proposal moves forward. This Department has no further objections to this Petition."* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated December 15, 2022, which reads as follows: *I have reviewed the address connected with the above noted petition. The following amounts are due to the City of Livonia: Unpaid water and sewer charges: \$ 431.50 Total Due City of Livonia \$ 431 .50."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated January 5, 2023, which reads as follows: *"In accordance with your request, the Treasurer's Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal."* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Thank you, Mr. Taormina. Any questions for our planning staff?
Mr. Bongero?

UNAPPROVED MINUTES

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Mr. Bongero: Quick question, Mark. On the unpaid water, was that from the previous tenant?

Mr. Taormina: You know, I just noticed that the date on this letter is December 15. The charge was due in August. I don't have the answer. Maybe the petitioner can update us on that.

Mr. Bongero: Okay. Thanks.

Mr. Taormina: I have not received the report back indicating that it was paid though. We can include that in the resolution.

Mr. Wilshaw: Okay, thank you, Mr. Bongero. Any other questions for our planning staff? If not, if our petitioners in the audience. Please come forward. Good evening, sir. Please start with your name and address for our record, please.

Joe Walters 9262 Knolson Street, Livonia, MI.

Mr. Wilshaw: Thank you, Mr. Walters. And what would you like to tell us about your business?

Mr. Walters: First I'm gonna address, if you don't mind, the water bill. January 6, I actually just looked at...the landlord sent me the receipt. He paid that bill. Anything additional the...I mean, he read everything. There's definitely a lot more to it. So, I could understand if there were more questions. I did want to mention after last week, it was brought up to me about using the rear door as an entrance as well. I hadn't even considered it really and thinking about it over the last week, I don't think that that's a good idea really security wise. So, I probably won't be doing that. Other than that, I'll look into the dumpster issue as well. I suppose it's a landlord issue, but...

Mr. Wilshaw: Okay. There was also a question about the parking for the center, and if it would be adequate for your business. Do you have any comments on that or thoughts?

Mr. Walters: I thought the numbers that were read originally were sufficient, saying the parking was sufficient. I believe that's what was read last week, as well as this evening.

Mr. Wilshaw: Mr. Taormina, does that seem consistent from what you've seen?

Mr. Taormina: Based on the parking requirements in the ordinance, the amount of parking is adequate. I think the concern expressed by the

police department might have more to do with the layout of the parking lot in this particular part area of the site. As you can see, parking around Building A is somewhat limited, and there are other restaurant users. I think we discussed at the study session that the peak hours of operation for the Brewery will probably not coincide with the peak hours of operation with the other businesses, in particular, the Biggby. As such, there's less concern. It's a convenience issue more so than a parking number issue.

Mr. Wilshaw: Okay. All right. Thank you, appreciate that. Anything else you would like to tell us about the business in terms of the history or what you're gonna do there?

Mr. Walters: Well, the history is, basically I was original founding owner and brewer for Liberty Street brewing in Plymouth with five other partners, and it was a bigger, much bigger facility. We did very well, we even did statewide distribution and had a separate production facility in Livonia. That's when like, the kind of the mistake was it kind of got oversaturated with everybody packaging and getting on a shelf. And what I'm basically doing is...what I've realized is the correct way to do this business is by myself alone, small, stay small. Keep it easy, simple by myself kind of a thing. So that's why there's the limited number of days. Only open four days, but that can change if you know...probably Sundays for football, for instance. But um, that's the whole idea is I'm trying to get back into the industry that I love, doing what I'm passionate about and this is just the beginning steps for it.

Mr. Wilshaw: All right, thank you, Mr. Walters. Let's see if there's any questions for you. Any questions from our commission?

Mr. Caramagno: Two items for me. I'm glad you decided to not use that backdoor. When I drove through there. It just didn't seem like a good idea with the drive thru traffic coming through there and in your bound to have trouble there eventually. Second question is, how much work have you got to do? And when could you open?

Mr. Walters: Every brewery that I've been involved with, I always tell the people, it's gonna take you twice as long as you think it is, and you're never going to have enough money. So, they're typically six months to eight months if you're really, you know, hitting all the paperwork targets because it's federal licensing it's state licensing, its health department, and city and all the local stuff. So, I mean, it's a lot of bureaucratic to get through to and any delays you have there, I mean, you know...I would hope six months,

within six months after signing a lease. So, not a lot of work. It's the demolition is a little bit, you know, a little bit of work and the floor plan is pretty simple, too. So, it shouldn't take that take too long to have the physical part of it ready to open.

Mr. Caramagno: So, six, eight months, you think you'll be you'll be ready to rock and roll. Okay, thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno. Any other questions for our petitioner?

Mr. Bongero: Are you handling the dumpster enclosure or your landlord?

Mr. Walters: It's a landlord option. It's in the lease.

Mr. Bongero: It's going to be a new one? Is that what they're looking for?

Mr. Walters: I think the dumpster is in good shape. It's not enclosed, I believe, currently.

Mr. Taormina: Yes. So, the enclosure was not built to the standard that was required when the resolution was approved for the Biggby coffee. There was fencing used instead of masonry, and so we're working with the landlord right now to correct that issue.

Mr. Wilshaw: All right, thank you, Mr. Taormina.

Mr. Bongero: Thank you.

Mr. Wilshaw: Any other questions for our petitioner? I don't see any other questions from any of the commissioners? Is there anyone in the audience wishing to speak for or against this petition? If so, you're welcome to come forward. I don't see anyone coming forward to speak to this. Is there anything else that you'd like to tell us, Mr. Walters before we make a decision?

Mr. Walters: Oh, that's just thank you for putting us up in front. Thank you very much.

Mr. Wilshaw: You're certainly welcome. With that, I will close the public hearing and the motion would be an order.

On a motion by Bongero, seconded by Caramagno, and unanimously adopted, it was

#01-03-2023 **RESOLVED**, That pursuant to a Public Hearing having been held by the City Planning Commission on January 17, 2023, on Petition 2022-12-02-23 submitted by Individual Brewing Co. L.L.C., requesting waiver use approval under Section 6.09 of the Livonia Vision 21 Zoning Ordinance, as amended, to operate a Micro Brewer license including an on-premises tasting room (1 For All Brewery) at 38083 Ann Arbor Road located on the south side of Ann Arbor Road between West Chicago Avenue and Ann Arbor Trail in the Northeast ¼ of Section 31, the Planning Commission does hereby recommend to the City Council that Petition 2022-12-02-23 be approved subject to the following conditions:

1. This waiver use applies only to the operation of a Micro-Brewery. Authorization to operate any other type of liquor license, including, but not limited to, a Class C, Tavern, or Club license, shall require City Council approval.
2. Customer seating in the tasting room shall be limited to twenty-five (25).
3. The hours of operation the business is allowed to be open to the public or for private events is limited from 10:00 a.m. to 10:00 p.m.
4. Only conforming signage is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
5. No LED light band or exposed neon shall be permitted on the site, including the building or around the windows.
6. Unless approved by the proper local authority, any type of exterior advertising, such as promotional flags, streamers, or sponsor vehicles designed to attract the attention of passing motorists, is prohibited, and
7. Per Section 13.13 of the Livonia Vision 21 Zoning Ordinance, this approval is valid for one (1) year from the date of approval by the City Council. Unless a building permit is obtained, this approval shall be null and void after the one (1) year period.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 of Livonia Vision 21 Zoning Ordinance, as amended.

UNAPPROVED MINUTES

9

Mr. Wilshaw: Is there any discussion?

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to City Council with an approving resolution.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

6. REQUEST TO APPROVE ANNUAL MAINTENANCE AND WARRANTY CONTRACT FROM SOLE SOURCE PROVIDER: City Clerk, re: Dominion Voting Systems for the annual maintenance and warranty work required on all election equipment for the period January 1, 2023, through December 31, 2023, as outlined in the State of Michigan and Wayne County bid for election equipment, from budgeted funds.

Susan Nash, City Clerk, presented the request to Council.

Councilmember Bahr asked if the prices were something that was in the contract that was signed 5 years ago.

Susan Nash said it is and next year's prices will be higher since items purchased after the initial contract will be in year six at that time.

Councilmember McCullough offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

City Clerk
January 30, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Lori Miller, Deputy City Clerk,

AGENDA ITEM

REQUEST TO APPROVE ANNUAL MAINTENANCE AND WARRANTY CONTRACT FROM SOLE SOURCE PROVIDER: City Clerk, re: Dominion Voting Systems for the annual maintenance and warranty work required on all election equipment for the period January 1, 2023, through December 31, 2023, as outlined in the State of Michigan and Wayne County bid for election equipment, from budgeted funds.

BACKGROUND

In 2017, the State of Michigan went out to bid for voting equipment to be used by all communities within the State. Wayne County selected Dominion Voting Systems as the sole provider of all election equipment, hardware and software. Wayne County and all individual communities within the County then entered into a ten-year contract with Dominion.

The contract included warranty and maintenance up through and including the fifth year of service paid by federal and state grant funding. During the sixth year of the contract, all service and maintenance fees would be borne by the respective communities for the continued use of the purchased equipment. Funds have been budgeted for this expense.

RECOMMENDATION

Approve payment for annual maintenance and warranty work from sole source provider, Dominion Voting Systems.

FISCAL CONSIDERATION

Sufficient funds have been budgeted for this purpose. G/L #101-262-818-000

ATTACHMENTS

1. Dominion Voting, State and Wayne County Pricing List
2. Dominion Voting, Quote for one year warranty and service contract

APPROVED BY

Susan Nash, MiPMC, City Clerk

Date: February 01, 2023

Handwritten signature of Michael T Slater in cursive script.

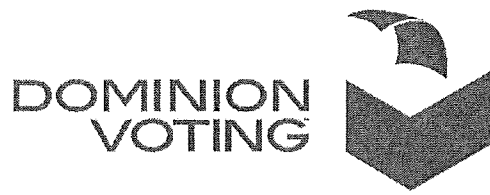
Michael Slater, Finance Director

Date: February 02, 2023

Handwritten signature of Maureen Miller Brosnan in cursive script.

Maureen Miller Brosnan, Mayor

Date: February 03, 2023



State of Michigan and Wayne County Pricing List

Equipment Pricing: Hardware & Software

ICP Tabulator with Ballot Box	\$5,295.00
Accessible Voting System - ICX	\$3,515.00
ICX Prime standalone	\$3,500.00

ICC G1130 System

Canon DR-G1130 (Scanner)	\$14,050.00
Workstation (AIO)	\$2,200.00
ICC Software for Canon G1130	\$19,100.00

ICC M160II System

Canon DR-M160II (Scanner)	\$3,480.00
Workstation (AIO)	\$2,200.00
ICC Software for Canon M160II	\$7,300.00

Compact Flash Memory Card 8GB	\$75.00
Compact Flash Reader/Writer	\$60.00
EMS Express Managed Switch	\$200.00
EMS Express Server - Desktop	\$1,750.00
EMS Standard Server - Rackmount	\$7,800.00
EMS Standard Server KVM Switch - Rackmount	\$80.00
EMS Standard Server Network Switch - Rackmount	\$400.00
EMS Standard Server Power Strip - Rackmount	\$200.00
EMS Standard Server Rack	\$900.00
EMS Standard Smart UPS	\$800.00
EMS Workstation PC	\$1,200.00
ImageCast Listener Express Firewall	\$480.00
ImageCast Listener Express RAS Server	\$2,000.00
ImageCast Listener Express Server - Desktop	\$2,200.00
ImageCast Listener Standard Firewall - Rackmount	\$2,300.00
ImageCast Listener Standard RAS Server - Rackmount	\$2,000.00
ImageCast Listener Standard Server - Rackmount	\$2,000.00
ImageCast Listener USB Hub	\$165.00
ImageCast Listener USB Modems	\$225.00
Headphones	\$15.00
I-Button Programmer with USB Adapter	\$50.00
ICC I-Button Security Key	\$25.00
ICP Backup Battery	\$165.00
ICP Ballot Box - Plastic	\$1,000.00

ICP Ballot Box - Collapsible Plastic	\$1,000.00
ICP Cleaning Sheet	\$20.00
ICP External Wireless Modem	\$295.00
ICP I-Button Security Key	\$25.00
ICP Paper Roll (60')	\$2.50
ICP Power Supply and Cord	\$30.00
ICP Tech Key - Blue	\$25.00
ICP-300A Coin Battery	\$5.00
ICX Accessible Voting Kit	\$400.00
ICX Transport Case	\$175.00
ICX Printer Transport Case	\$100.00
ICX Laser Printer	\$220.00
ICX UPS 1500	\$600.00
ICX Smart Card	\$10.00
ICX Smart Card Programmer	\$200.00
ICX Voting Booth	\$375.00
Mobile Ballot Printing System Hardware - LV	\$9,500.00
Ballot and Report Printer	\$6,200.00
Spare Harddrives (7200 RPM, 1 TB)	\$480.00
MS Office Suite Licenses / each	\$276.00
Adobe Pro Licenses / each	\$540.00
Acronis TrueImage 2017 (5)	\$100.00
SQL License Package (5)	\$2,500.00

Extended Service/Maintenance Fees (Billable annually in the 6th Year)

ICP Tabulator with Ballot Box	\$375.00
Accessible Voting System - ICX	\$240.00
EMS - Accumulation Only	\$750.00
Canon DR-G1130	\$2,500.00
Workstation (AIO) for ICC	\$115.00
ICC Software for Canon G1130	\$2,900.00
Canon DR-M160II	\$725.00
ICC Software for Canon M160II	\$900.00

ICP Cellular Modem Service Pricing (Wayne County Only)

Modem cellular service – Annual rate of \$15.00 per modem

Coding Pricing (Wayne County Only)

Base charge of \$125 is assessed for each precinct

An additional charge of \$35 is assessed for each ballot split

An additional charge of \$10 is assessed for each ADA device

An additional charge of \$150 is assessed for audio recording in Bengali

Support Pricing

Onsite support - \$2000 per person/per day

Base EMS Price (Software License Fee + Initial Service/Maintenance). Price per copy**County Option 1: Full EMS**

Based on total registered voters (county):

0 to 15,000	\$50,310.00
15,001 to 30,000	\$64,800.00
30,001 to 60,000	\$115,000.00
60,001 to 125,000	\$157,250.00
125,001 to 250,000	\$220,363.00
more than 250,000	\$295,000.00

Base EMS Price (Software License Fee + Initial Service/Maintenance). Price per copy**County Option 2: Accumulation Only**

Based on total registered voters (county):

0 to 15,000	\$12,623.00
15,001 to 30,000	\$18,563.00
30,001 to 60,000	\$27,000.00
60,001 to 125,000	\$41,650.00
125,001 to 250,000	\$58,905.00
more than 250,000	\$84,150.00

EMS Extended Service/Maintenance Annual Payment Option (annual price per county)**County Option 1: Full EMS**

Based on total registered voters (county):

0 to 15,000	\$8,000.00
15,001 to 30,000	\$10,000.00
30,001 to 60,000	\$20,000.00
60,001 to 125,000	\$25,000.00
125,001 to 250,000	\$34,000.00
more than 250,000	\$50,000.00

EMS Extended Service/Maintenance Hourly Technical Support Rate Option for
Counties

\$300.00

County Option 2: Accumulation-Only

Based on total registered voters (county):

0 to 15,000	\$1,700.00
15,001 to 30,000	\$2,500.00
30,001 to 60,000	\$3,000.00
60,001 to 125,000	\$5,400.00
125,001 to 250,000	\$8,400.00
more than 250,000	\$12,000.00

EMS Extended Service/Maintenance Hourly Technical Support Rate Option for Counties	\$300.00
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Democracy Suite® Components located at the County/central office and/or local satellite office (city or township) for large jurisdictions:

EMS Standard (with client station)
EMS Express (no client station)
Listener (wireless modems only)
ICC (M160-II) for AVCB

Democracy Suite® Components located at the County/central office and local satellite office (city or township) for small to medium jurisdictions:

EMS Express (no client station)
Listener (wireless modems only)
ICC (M160-II) for AVCB

Additional Software Pricing

	5-year Initial Contract Period	Extended Service / Maintenance Annual Payment
Adjudication Software Pricing		
Based on total registered voters (county):		
0 to 15,000		\$900.00
15,001 to 30,000	\$14,085.00	\$1,800.00
30,001 to 60,000	\$21,128.00	\$2,700.00
60,001 to 125,000	\$31,500.00	\$4,050.00
125,001 to 250,000	\$49,298.00	\$6,300.00
more than 250,000	\$70,425.00	\$9,000.00

Listener Software Pricing

Based on total registered voters (county):

0 to 15,000	\$9,000.00	\$1,000.00
15,001 to 30,000	\$10,800.00	\$1,200.00
30,001 to 60,000	\$12,600.00	\$1,400.00
60,001 to 125,000	\$21,600.00	\$4,320.00
125,001 to 250,000	\$36,000.00	\$7,200.00
more than 250,000	\$54,000.00	\$10,800.00

Mobile Ballot Printing Pricing

Based on total registered voters (county):

0 to 15,000	\$3,240.00	\$340.00
15,001 to 30,000	\$4,050.00	\$450.00
30,001 to 60,000	\$4,860.00	\$540.00
60,001 to 125,000	\$6,750.00	\$810.00
125,001 to 250,000	\$10,530.00	\$1,170.00
more than 250,000	\$16,200.00	\$1,800.00



April 5, 2022

Livonia City, MI (Wayne County)

Q00007876

Prepared by:

Lori Patricola

lori.patricola@dominionvoting.com

Budgetary Quote

Product/Service	Description	Qty	Unit Price	Extension
Local Jurisdiction EMS: Accumulation Only		1	\$750.00	\$750.00
ICC Software G1130 12 Month EMA		4	\$2,900.00	\$11,600.00
			Sub-Total	\$12,350.00

Total Purchase Sub-Total **\$12,350.00**

Year 1 Purchase Total **\$12,350.00**

Annual Warranties

ImageCast Precinct Tabulator (321C) 12 Month EMA	47	\$375.00	\$17,625.00
ImageCast X Classic Kit (Avalue - 15") Annual EMA	18	\$240.00	\$4,320.00
Sub-Total			\$21,945.00

Annual Fees **\$34,295.00**

Terms and Conditions

This quote is pursuant to the terms and conditions of Contract number 071B7700117. All pricing is subject to inventory availability at the time of quote acceptance and execution. Annual fees are due after the initial contract term of five years (commencing in year 6). Purchase Order (PO) must contain, acknowledge and accept the attached DOMINION VOTING SYSTEMS SOFTWARE LICENSE AND HARDWARE WARRANTY TERMS AND CONDITIONS. Please verify (and/or correct) and initial attached list of serial numbers. Return the signed Quote and initialed copy of the equipment list attached with your Purchase Order.

Signatures

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)
Susan M. Nash	City Clerk		Nash 01-03-23

DOMINION VOTING SYSTEMS
SOFTWARE LICENSE AND HARDWARE WARRANTY TERMS AND CONDITIONS

1. Definitions.

- 1.1. "Hardware" means the ImageCast® system defined in the Purchase Order.
- 1.2. "Licensee" shall mean the Dominion customer defined in the Purchase Order.
- 1.3. "Licensor" shall mean Dominion Voting Systems.
- 1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.
- 1.5. "Purchase Order" shall mean the purchase order between the Parties for the purchase of Hardware and use of the licensed Software.
- 1.6. "Software" means the software licensed by Licensor hereunder, in object code form, including all documentation therefore as identified in the Purchase Order.
- 1.7. "Specifications" means descriptions and data regarding the features, functions and performance of the Software and Hardware, as set forth in user manuals or other applicable documentation provided by Licensor.
- 1.8. "Term" shall mean the term period defined in the Purchase Order.

2. License.

2.1. License to Software. Subject to the terms herein, Licensor grants Licensee a non-exclusive, non-transferrable license to use the Software solely for the Licensee's own business purposes.

2.2. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor is not licensing or assigning any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software for elections outside the Licensee's jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

3. **Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

3.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Licensee's jurisdiction, Licensor may make the certified Software upgrade available to the Licensee at no additional cost.

3.2. Certification Requirement. Notwithstanding any other terms herein, Licensor shall not provide, and shall not be obligated to provide under any upgrade, or other software update, that has not been certified under the applicable provisions of the election laws and regulations of the Licensee's jurisdiction.

4. **Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

- 4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;
- 4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;
- 4.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

4.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

4.5. Provide or transfer any Software or system hardware component to any third party unless explicitly authorized in writing by Licensor.

5. **Return of Software.** Upon termination or expiration of this license, Licensee shall (i) forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

6. **Warranties.** The following warranties shall apply.

6.1. Software Warranty. Licensor warrants that the Software will function substantially in accordance with the Specification during the Term. The foregoing warranty shall be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that the reported material failure is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

6.2. Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

6.3. Hardware Warranty Terms. Dominion warrants that when used with the hardware and software configuration purchased through or approved by Dominion, each component of Hardware will be free of defects that would prevent the Hardware from operating in conformity in all material respects with its Specifications. The Hardware Warranty shall remain in effect until one year after Hardware acceptance.

6.4. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Software and with third party products approved by Dominion for use with the Hardware. The following conditions apply to the Hardware warranty:

6.4.1. Customer shall bear the shipping costs to return the malfunctioning Hardware component to Dominion, and Dominion shall bear the costs for shipping the repaired or replaced Hardware component to Customer.

6.4.2. The following services are not covered by this Agreement, but may be available at Dominion's current time and material rates:

- 6.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, toner, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;
- 6.4.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;
- 6.4.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;

6.4.2.4. Repair or replacement of Hardware from which the serial numbers have been removed, defaced or changed.

6.4.3 Customer is not authorized to provide or transfer any Hardware or System component to a third party unless explicitly authorized in writing by Dominion. Providing or transferring Hardware will void the terms of the Warranty and shall be considered a breach to the Agreement

6.5. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES, AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7. Limitation of Liability. LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER, LICENSE AND WARRANTY, HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOSS, DAMAGE, COSTS OR EXPENSES CAUSED BY BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY OR ANY OTHER DUTY SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL DOLLAR AMOUNT OF THE PURCHASE ORDER. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF USE OR ANY OTHER INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, HOWSOEVER ARISING, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORT, EVEN IF THE PARTIES OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

7. AWARD OF BID: Livonia Fire and Rescue, re: for the replacement of ballistic vests and helmets that are currently at their end of life, from budgeted funds.

Fire Chief Jennison presented the request to Council.

Councilmember Bahr offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT

1. CMP DISTRIBUTORS - MITN Ballistic Vest Bid Response
2. GALLS LLC - MITN Ballistic Vest Bid Response

APPROVED BY



Robert Jennison, Fire Chief

Date: January 31, 2023



Michael Slater, Finance Director

Date: January 31, 2023



Paul Bernier, City Attorney

Date: January 31, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023

**ADVERTISEMENT FOR PROPOSAL CITY OF LIVONIA
33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154**

Sealed bid proposals for the purchase of BALLISTIC VESTS will be received by the City of Livonia, Michigan, as owner, until 2:00 p.m. LOCAL TIME, on **JANUARY 17, 2023** via the MITN website in Adobe Acrobat PDF format, at which time said bid proposals will be opened and publicly read. Late bids will not be considered.

Bids received via the MITN website by the specified due date and time will be publicly opened at the due date and time via Zoom. 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 to bidders and specifications may be obtained
by registering with the Michigan Inter-governmental Trade
Network (MITN) at www.mitn.info

Bid proposals must be submitted on forms furnished by the Director of Finance of the City of Livonia. Instructions to Bidders and Specifications for items required may be obtained at from the Purchasing Manager via email at ebachelor@livonia.gov

The City reserves the right to reject or accept any or all bid proposals in whole or in part and waive any irregularities therein.

INSTRUCTIONS TO BIDDERS

FOR

CITY OF LIVONIA FIRE DEPARTMENT BALLISTIC VESTS

1. Sealed bids will be received by the City of Livonia, Michigan, as owner, until 2:00 p.m., local time, on JANUARY 17, 2023 via upload to the MITN website (www.mitn.info) and will be opened and publicly read on Zoom as per the instruction in the advertisement for bids.
2. Bids shall be for items as specified on attached Proposal Form without deviation. No alternates will be accepted. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid when applicable.
3. Bids shall be uploaded to the MITN website (www.mitn.info) in Adobe Acrobat PDF format. No physical bids will be accepted. Proposals shall be submitted in strict accordance with the City of Livonia specifications for the items listed herein. Any and all variations from the specifications are to be stated in the bids. Bids submitted by FAX are not acceptable. Late bids will not be considered.
4. Each proposal must be submitted on forms provided by the City of Livonia.
5. If any figure already entered on the proposal form by the bidder is to be altered, it shall be crossed out with ink and the new unit price entered above it or below it and initialed by the bidder.
6. The unit price shall be entered where indicated.
7. The bid of any City-based firm may be deemed a better bid than the bid of any competing firm which is not City-based, whenever the bid of such competing firm shall be less than three percent lower than the bid of the City-based firm on any contract in an amount of \$100,000 or less, and less than one percent lower on any amount bid in excess thereof. The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. (Section 3.04.140.E. of the Livonia Code of Ordinances, as amended).
8. It is understood that the quantities of materials to be furnished as stated in the proposal are approximate and are given only as a basis for comparing bids.
9. Unless otherwise specified, delivery shall be to the City of Livonia Fire Department. 14910 Farmington Road, Livonia, MI 48154.
10. All invoices shall be submitted to the City of Livonia on the basis of the unit prices bid within the contract period specified.

FORM OF BID PROPOSAL FOR BALLISTIC VESTS

Honorable Members of the Council
33000 Civic Center Drive
Livonia, Michigan 48150

Dear Council Members:

The undersigned, as a bidder, declares that he has familiarized himself with the type of material desired and has carefully examined the specifications and instructions to bidders, which he understands and accepts as sufficient for the purpose and agrees he will furnish to the City of Livonia the specified items and will accept in full payment based upon the pricing offered on the price sheet which follows.

COMPANY NAME: CMP Distributors, Inc.

State hours of operation: Monday - Friday 8:00 am - 4:30 pm

State terms Net 30 Days

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

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

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

Extension of Award to the MITN Purchasing Cooperative or Other Governmental Agencies:

Extension of Award to the MITN Purchasing Cooperative or Other Governmental Agencies.

All vendors awarded contracts from this Quotation may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative or other governmental agencies.

Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

The City of Livonia is a member of the MITN Purchasing Cooperative. If your company

Proposal for Ballistic Vests

is awarded item(s) referenced in the Request for Quotation, the cooperative governmental entities or other governmental agencies may wish to use this contract and will issue a purchase order for the item(s) awarded in the quotation. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

_____ If an award is made by the City of Livonia, it is agreed that the contract will be extended to the MITN Purchasing Cooperative or other governmental agencies, under the same prices, terms and conditions.

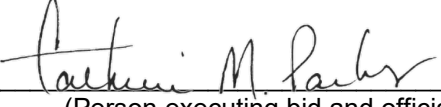
 X Our company is NOT interested in extending the contract.

Firm Name CMP Distributors, Inc.
(If corporation, partnership, or assumed name)

Address 16753 Industrial Parkway

City/State/Zip Lansing, MI 48906

Phone 517-721-0970 FAX 517-721-0974

Signature  Date 1/17/2023
(Person executing bid and official capacity)

Catherine Parks, President/Owner
(Names of principal officers and designate official capacity)

(If partnership or assumed name, indicate names of owners)

Company contact person to whom questions regarding this bid submission should be directed is:

Name: Catherine Parks

Title President

Phone No. (517) 721-0970

Email: catherine@cmpdist.com

Company Name: /at 5lǎi nǐōdú zǐ nǎ yǒ

Price Sheet – Ballistic Vests

[illegible][illegible]

NO ALTERNATES WILL BE ACCEPTED. ALL ITEMS MUST BE BID AS SPECIFIED

**ADVERTISEMENT FOR PROPOSAL CITY OF LIVONIA
33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154**

Sealed bid proposals for the purchase of BALLISTIC VESTS will be received by the City of Livonia, Michigan, as owner, until 2:00 p.m. LOCAL TIME, on **JANUARY 17, 2023** via the MITN website in Adobe Acrobat PDF format, at which time said bid proposals will be opened and publicly read. Late bids will not be considered.

Bids received via the MITN website by the specified due date and time will be publicly opened at the due date and time via Zoom. 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 to bidders and specifications may be obtained
by registering with the Michigan Inter-governmental Trade
Network (MITN) at www.mitn.info

Bid proposals must be submitted on forms furnished by the Director of Finance of the City of Livonia. Instructions to Bidders and Specifications for items required may be obtained at from the Purchasing Manager via email at ebachelor@livonia.gov

The City reserves the right to reject or accept any or all bid proposals in whole or in part and waive any irregularities therein.

INSTRUCTIONS TO BIDDERS

FOR

CITY OF LIVONIA FIRE DEPARTMENT BALLISTIC VESTS

1. Sealed bids will be received by the City of Livonia, Michigan, as owner, until 2:00 p.m., local time, on JANUARY 17, 2023 via upload to the MITN website (www.mitn.info) and will be opened and publicly read on Zoom as per the instruction in the advertisement for bids.
2. Bids shall be for items as specified on attached Proposal Form without deviation. No alternates will be accepted. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid when applicable.
3. Bids shall be uploaded to the MITN website (www.mitn.info) in Adobe Acrobat PDF format. No physical bids will be accepted. Proposals shall be submitted in strict accordance with the City of Livonia specifications for the items listed herein. Any and all variations from the specifications are to be stated in the bids. Bids submitted by FAX are not acceptable. Late bids will not be considered.
4. Each proposal must be submitted on forms provided by the City of Livonia.
5. If any figure already entered on the proposal form by the bidder is to be altered, it shall be crossed out with ink and the new unit price entered above it or below it and initialed by the bidder.
6. The unit price shall be entered where indicated.
7. The bid of any City-based firm may be deemed a better bid than the bid of any competing firm which is not City-based, whenever the bid of such competing firm shall be less than three percent lower than the bid of the City-based firm on any contract in an amount of \$100,000 or less, and less than one percent lower on any amount bid in excess thereof. The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. (Section 3.04.140.E. of the Livonia Code of Ordinances, as amended).
8. It is understood that the quantities of materials to be furnished as stated in the proposal are approximate and are given only as a basis for comparing bids.
9. Unless otherwise specified, delivery shall be to the City of Livonia Fire Department. 14910 Farmington Road, Livonia, MI 48154.
10. All invoices shall be submitted to the City of Livonia on the basis of the unit prices bid within the contract period specified.

FORM OF BID PROPOSAL FOR BALLISTIC VESTS

Honorable Members of the Council
33000 Civic Center Drive
Livonia, Michigan 48150

Dear Council Members:

The undersigned, as a bidder, declares that he has familiarized himself with the type of material desired and has carefully examined the specifications and instructions to bidders, which he understands and accepts as sufficient for the purpose and agrees he will furnish to the City of Livonia the specified items and will accept in full payment based upon the pricing offered on the price sheet which follows.

COMPANY NAME: Galls, LLC

State hours of operation: 8AM-9PM for customer service

State terms Preferred Net 30, no discount

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

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

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

Extension of Award to the MITN Purchasing Cooperative or Other Governmental Agencies:

Extension of Award to the MITN Purchasing Cooperative or Other Governmental Agencies.

All vendors awarded contracts from this Quotation may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative or other governmental agencies.

Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

The City of Livonia is a member of the MITN Purchasing Cooperative. If your company

Proposal for Ballistic Vests

is awarded item(s) referenced in the Request for Quotation, the cooperative governmental entities or other governmental agencies may wish to use this contract and will issue a purchase order for the item(s) awarded in the quotation. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

X If an award is made by the City of Livonia, it is agreed that the contract will be extended to the MITN Purchasing Cooperative or other governmental agencies, under the same prices, terms and conditions.

_____ Our company is NOT interested in extending the contract.

Firm Name Galls, LLC
(If corporation, partnership, or assumed name)

Address 1340 Russell Cave Road

City/State/Zip Lexington, KY 40505

Phone 800-477-7766 FAX 877-914-2557

Signature  Date 1/16/2023
(Person executing bid and official capacity)

Michael Fadden, CEO
(Names of principal officers and designate official capacity)

(If partnership or assumed name, indicate names of owners)

Company contact person to whom questions regarding this bid submission should be directed is:

Name: David Adams

Title Lead Contract Management Specialist

Phone No. (859) 787-0428

Email: bidreview@galls.com

Company Name: Galls, LLC

Price Sheet – Ballistic Vests

Item #	Description	Quantity	Unit Price	Total
M	t2lyú .fl-yŋ wħłłπ5 /I-NŊŊAŠŊŊ t2ŊŊ /2yŎŠİ-fl-ŏfŠ .I-ftăăŭăŎ tI-yŠtă ôłŭK a h[[9 ! ŭŭİŎKYŠyŭ ç b!±, ç {łĲŠ pc[ô ałRyłKŭ bI-Ŏë ôłŭKé Clw9 a95L/é 2yŏİ-ŎŎŎ {ŭİ-NŊ 2T ħłŦŠ äëYŏ2f t2ff2ôŠŦ ŏë á a95L/é 2yŦŊ2yŭ [Šİ-R ŭłYŠŦ t2ŊŊ ŦŠŦŎŠŊŊŊē 00400ψψψψ Ŧİ-ěă ² I-NŊŊİ-yŭëY 00400ψψψψψψψψψψψψψψψψψψ	HO	p 235.00	p 5,405.00
H	t2lyú .fl-yŋ /LL!πŏ .I-ftăăŭăŎ tI-yŠtă hyŦē F {łĲŠ pc[F [Šİ-R ŭłYŠŦ t2ŊŊ ŦŠŦŎŠŊŊŊē 00400ψψψψ Ŧİ-ěă ² I-NŊŊİ-yŭëY 00400ψψψψψψψψψψψψψψψψψψ	HO	p 445.00	p 10,235.00
o	t2lyú .fl-yŋ /LL!πŏ .I-ftăăŭăŎ tI-yŠtă hyŦē F {łĲŠ pł[F [Šİ-R ŭłYŠŦ t2ŊŊ ŦŠŦŎŠŊŊŊē 00400ψψψψ Ŧİ-ěă ² I-NŊŊİ-yŭëY 00400ψψψψψψψψψψψψψψψψψψ	MM	p 445.00	p 4,895.00
π	t2lyú .fl-yŋ /LL!πŏ .I-ftăăŭăŎ tI-yŠtă hyŦē F {łĲŠ cł[F [Šİ-R ŭłYŠŦ t2ŊŊ ŦŠŦŎŠŊŊŊē 00400ψψψψ Ŧİ-ěă ² I-NŊŊİ-yŭëY 00400ψψψψψψψψψψψψψψψψψψ	H	p 445.00	p 890.00
p	t2lyú .fl-yŋ .I-ftăăŭăŎ İŠŦYŠŭŠ aL/I /dzŭ ôKŦ LłİŦŦă I-yŦŦ Ŧłł-f KI-NŊYŠăă [ŠŎŠŦ LLL ! Σ CŊŦİ-Ŧ wI-ŭŠŦŦ ôvŭë ħħ [I-NŦĲŠŦ vŭë ħ · [I-NŦĲŠŦ YłŦŦ Ŏdzŭ 2ŊŊ Ŧdzff Ŏdzŭ [Šİ-R ŭłYŠŦ t2ŊŊ ŦŠŦŎŠŊŊŊē 00400ψψψψ Ŧİ-ěă ² I-NŊŊİ-yŭëY 00400ψψψψψψψψψψψψψψψψψψ	ħπ	p 335.00	p8,040.00
c	t2lyú .fl-yŋ ħa9D! tŦdză .I-ftăăŭăŎ tŦİ-ŭŠă młÉĤħÉ L/ ² ôłYŎ2yŏdzYŎŭă2yŏ ôłŭK ä2Ŧŭ İ-NŦY2ŊŎŠ {łĲŠŎłİ-f ŭKŊŦŠİ-ŭă ç ŊłłŦŦŠ LŊŊŦ2ŭŠŎŭă2yŏ 0c ŦŏăŠ 0ył 0KłŎŎŎYŠăă [Šİ-R ŭłYŠŦ t2ŊŊ ŦŠŦŎŠŊŊŊē 00400ψψψψ Ŧİ-ěă ² I-NŊŊİ-yŭëY 00400ψψψψψψψψψψψψψψψψψψ	ππ	p 258.00	p 11,352.00
T	{KłłJLJłYŦ İ-yŦŦ İİ-yŦŦİYŦ			p Included in item pricing
y	DŊŦİ-yŦŦ 02ŭİ-f !ff LŭŠYă	p 40,817.00		

tNÄÖyE ÓI-tÄ ŮK NdzEK Award date plus one year 0{LJŠÖtÈ 5I-ŮŠŮ

NO ALTERNATES WILL BE ACCEPTED. ALL ITEMS MUST BE BID AS SPECIFIED

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

8. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 FORD F250 4X4 CREW CAB BATTALION CHIEF COMMAND VEHICLE: Livonia Fire and Rescue, re: to replace the current Command Vehicle, from budgeted funds.

Fire Chief Jennison presented the request to Council.

Councilmember Bahr asked what the mileage is on the vehicles being replaced.

Chief Jennison explained the current vehicle in use is a 2018 with 35,000 miles which will be placed into the reserve vehicle pool while the vehicle that was sold was a 2008 with 100,000 miles.

Vice President Toy offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

Fire
February 1, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Lori Arquette, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 FORD F250 4X4 CREW CAB BATTALION CHIEF COMMAND VEHICLE: Livonia Fire and Rescue, re: to replace the current Command Vehicle, from budgeted funds.

BACKGROUND

Lü lä NUSÄLJŠÖÜTdzftē NUSljdZŠäúŠŘ úKI-ú /läüē /2dzyÖläf I-LJLJNIZÖŠS úKS LJdzNÖKI-äŠ 2F 2yŠ ómú нлно C2NŮŘ Снрл п · п /NŠØ /I-ō . I-úúI-ŋ2y /KlŠT /2YŸI-yŮ ±ŠKlÖfŠ T2NŮ РслΣмнмФлл FN2Y D2NŮ2 C2NŮŘΣ ннлнр !ftŠy w2I-ŘΣ ² 22ŘKI-ØŠyŮ aL пумыо ФKlä ØŠKlÖfŠ Øläff öŠ LJNIZÖdzNŠŘ úKNIZdzEK úKS нлно {úI-úŠ 2F aLöKlEi-y aš59! [9EüŠyŘŠŘ tdzNÖKI-älyE tNIZENI-YΣ /2yŮNŮI-ÖŮ Iлтм . ттлммум ØKlÖK YŠŠüä úKS LJdzNÖKI-älyE 2NŮŮlyI-yÖŠ

ФKŠ LJdzNÖKI-äŠ 2F I- C2NŮŘ Снрл lä ÖNdzÖli-f ú2 úKS ÖzyŮlydzŠŘ NŠäLJzyäŠ I-yŮ ŘŠLJf2ēYŠyŮ ŌI-LJI-ōlEüäŠä 2F úKS CäNŠ 5ŠLJI-NŮYŠyŮ ú2 LJNIZÖlŘŠ äŠNŮlÖŠ ú2 úKS ÖZYŮdzylüē ФKŠ ÖdzNŮNŠyŮ . I-úúI-ŋ2y /KlŠT ØŠKlÖfŠ Øläff öŠ I-LJLJNIZI-ÖKlyE äŠØŠyēŠI-Nä 2F I-ES I-ú ŸYŠ 2F ŘŠŋØŠNŮē I-yŮ úKS ØŠKlÖfŠ KI-ä y2 ōI-Ōl dzLJpdzLJ dzylü ly ŸKŠ FtŠŠü ly ŸKŠ ŠØŠyŮ 2F YI-lyŮlyI-yÖŠΣ 2NŮ úKS yŠŠŘ T2NŮ I-yI-ŘŘlŮl2yl-f /2YŸI-yŮ ±ŠKlÖfŠ ŘdzNŮlyE 2LJŠNŮI-üä2yl-f ŠYŠNŮEŠyŮlŠäФ ФKŠ ÖdzNŮNŠyŮ älyEŮI-yŮ ädzLJLJfē ŌKI-ly äK2NŮI-ES KI-ä ŌNŠI-úŠŘ I-yI-yŮlÖLJI-úŠŘ ŘŠŋØŠNŮēklyEäŠNŮlÖŠ dzüŮlŮI-üä2yŮRI-úŠ 2F dzLJ ú2 2yŠ ēŠI-NŮ

RECOMMENDATION

Lü lä úKS NUSÖZYŸyŮRI-üä2y FN2Y úKS CäNŠ 5ŠLJI-NŮYŠyŮ úKI-ú /2dzyÖläf LJNIZÖŠŠŘ I-ä T2ff2Øäy

1. ² I-lÖŠ úKS T2NŮYI-f ölŘŮlyE LJNIZÖŠää ly I-ÖÖ2NŮRI-yÖŠ ØlŮK {ŠÖüä2y oФлпФмплФ9Фп 2F úKS [lÖ2yŮI- /2ŘŠ 2F hNŮŮlyI-yÖŠäΣ I-ä I-YŠyŘŠŘ älyÖŠ úKS LJdzNÖKI-äŠ lä öŠlyE YI-ŘŠ úKNIZdzEK úKS нлно aš59! [{úI-úŠ 2F aLöKlEi-y aš59! [9EüŠyŘŠŘ tdzNÖKI-älyE tNIZENI-YΣ /2yŮNŮI-ÖŮ Iлтм . ттлммум
2. !dzüK2NŮlŠ LJdzNÖKI-äŠ FN2Y D2NŮ2 C2NŮŘΣ ннлнр !ftŠy w2I-ŘΣ ² 22ŘKI-ØŠyŮ aL пумы ly ŸKŠ I-Y2dzylü 2F РслΣмнмФлл FN2Y TdzYŮä I-ŮNŠI-Řē ödzŘŠüŠŘ ly !ÖÖ2dzylü млмпооуфурпллл I-yŮ !ÖÖ2dzylü плмпллллфурплллл

FISCAL CONSIDERATION

CdzyŮlyE lä I-ØI-lEi-öfŠ ly !ÖÖ2dzylü b2Ф млмпооуфурпллл I-yŮ плмпллллфурплллл

ATTACHMENTS

1. Gorno Ford MIDeal 071B7700181 Contract Quote

APPROVED BY



Robert Jennison, Fire Chief

Date: February 01, 2023



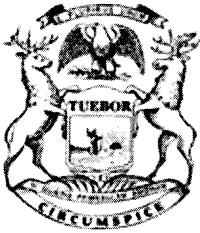
Michael Slater, Finance Director

Date: February 02, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**
to
Contract Number **071B7700181**

CONTRACTOR	GORNO FORD INC	STATE	Program Manager	Various	DTMB
	22025 Allen Road				
	Woodhaven, MI 48183		Contract Administrator	Yvon Dufour	DTMB
	Jim Agney			(517) 249-0455	
	734-671-4033			dufoury@michigan.gov	
	jagney@gornoford.com				
	CV0019327				

CONTRACT SUMMARY

VEHICLES - PATROL, PASSENGER, TRUCKS AND VANS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
August 1, 2017	November 30, 2022	1 - 2 Year	November 30, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☒	One year	☐		November 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$249,001.00	\$0.00	\$249,001.00		

DESCRIPTION

Effective 10/13/2022, the first option year available on this contract is hereby exercised. The revised contract expiration date is 11/30/2023. In addition, pricing on this contract is hereby updated, per revised Schedule D - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor proposal, and DTMB Procurement approval.

DATE: 11/8/22

TO: CHIEF ROBERT JENNISON, CITY OF LIVONIA (FIRE DEPT)
734-466-2430 (DIRECT) (CELL) ?????????? rjennison@lfdmail.com

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: MiDEAL 4WDL-0078 - (1) 2023MY FORD **F-250, 4x4, CREW CAB** Option, 160"WB, 6 3/4 ' Box, **RACE RED**/SLATE CLOTH, **7.3L V8**, 10spd.A/Tw/OD, A/C, **STX PKG.** AM/FM/w/CLOCK, PWR. DISC BRKSw/ABS, AIR BAGS, 3.73 **LOCKER. AXLE**, 10,500 # GVWR, **LT275/70R-18AT**, TRAILER TOW PKG., LED BOX LIGHT, TILT/CRUISE, H.D. TOW PKG. ADVANCE TRACw/ROLL STABILITY CNTRL., FRNT. TOW HOOKS, TPMS, **PWR. WINDOWS/LOCKS/Htd.MIRRORS**, DRL'S, **ROOF CLR. LIGHTS**, UPFITTER SWITCHES, DÉCOR TRIM, 120/400w OUTLET, **ELEC. BRAKE CNTRLR.**, H.D. 410 amp ALT., DUAL BATTERIES, FOG LAMPS, **REAR WHEEL WELL LINERS**, H.D. **SUSPw/REAR SWAY BAR**, **BOX LINK**, **SPLASH GUARDS**, **TUFF BED SPRAY-IN-BED LINER**, FACTORY RUNNING – BOARDS, SNOW PLOW PREP PKG., REVERSE SAFETY BEEPER, ALUM 18" – WHLS., **BOX LINK**, REVERSE SENSING, 360 DEGREE CAMERA PKG., BLIND SPOT PROTECTION, REAR SLIDING WINDOWw/DEF., PRIVACY GLASS

F.O.B. DELIVERED TO LIVONIA, MI \$60,121.00 each
(MSRP = \$64,060.00)

Response to all quotes must be returned to Gorno Ford as a signed quote and/or a Purchase Order by NOVEMBER 18, 2022!

Above quoted price expires DECEMBER 14 2022.

ETA LATE SPRING/SUMMER 2023

Due to current computer chip shortage and various other supply chain issues, Ford Motor Company has put Government Fleet Sales on "allocation", therefor, Ford Pro Fleet Department will have sole discretion regarding final approval of order confirmation based on customer order history!

Current lead time to order is estimated at 30 + weeks from receipt of Purchase Order.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Livonia (F.D.). This quotation is compiled in association with the MiDEAL Contract and intended for use by MiDEAL Members and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

9. REQUEST TO AMEND COUNCIL RESOLUTION 23-23: Civil Service Department, re: for the adjustment in compensation structure for the Deputy City Clerk and Deputy City Treasurer.

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

Councilmember Donovic asked if the two positions would require back pay.

Jeannine Laible said she didn't believe they would but confirm and update him tomorrow.

Councilmember Bahr said he thinks he read that it would be retroactive to December 1, 2022.

President Jolly asked Mike Slater, Finance Director, if it would be retroactive.

Mike Slater confirmed it would be.

Vice President Toy offered an approving resolution for the Consent agenda.

DIRETION:	APPROVAL	CONSENT
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LETTER TO THE LIVONIA CITY COUNCIL

9.

Civil Service
February 3, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

REQUEST TO AMEND COUNCIL RESOLUTION 23-23: Civil Service Department, re: for the adjustment in compensation structure for the Deputy City Clerk and Deputy City Treasurer.

BACKGROUND

February 2, 2023

Honorable Members of City Council
City of Livonia

Subject: REQUEST FOR ADJUSTMENT/CORRECTION OF COMPENSATION FOR DEPUTY CITY CLERK AND DEPUTY CITY TREASURER

Dear Council Members:

Dear Council Members:

We are asking you to approve a salary correction for both the Deputy City Clerk and Deputy City Treasurer.

It was resolved to increase the compensation for the Deputy City Clerk and Deputy City Treasurer at the April 18, 2022, meeting. The schedule for the increase in compensation for these classifications was 5% in 2022, and 3% in 2023, to bring their wages closer in line with surrounding communities and in consideration of their day-to-day duties and workloads.

There was a sentence in the letter submitted to City Council which stated that "It should be noted that these adjustments are notwithstanding any changes that would be impacted by future contractual agreements extended to unrepresented employees."

Initially, that sentence was interpreted to mean that the wages for the Deputy Clerk and Deputy Treasurer would not be further impacted by the annual December 1 wage increase. However, in reviewing the paperwork, it was determined that the Deputies should also receive the annual December 1 increase in addition to the special wage adjustment approved on April 18, 2022.

We request that you approve the correction to the wage schedule, and we further propose that the correction be retroactively applied back to December 1.

A copy of Clerk Nash and Treasurer Sheel's correspondence dated April 4, 2022, is attached. We would be happy to meet with you should you have any questions regarding this matter. Thank you for your consideration.

Sincerely,

Jeannine Laible
Human Resources Director

RECOMMENDATION

Approve as submitted

FISCAL CONSIDERATION

ATTACHMENTS

1. R011823 Salary adjustments for appointed positions CR 23-23
2. Packet to Council Transmitting Request for Adjustment-Correction of Compensation for Deputy City Clerk and Deputy City Treasurer
3. Deputy Clerk and Deputy Treasurer DRAFT 2.6.23

APPROVED BY



Jeannine Laible, Human Resources Director

Date: February 07, 2023



Michael Slater, Finance Director

Date: February 07, 2023



Paul Bernier, City Attorney

Date: February 07, 2023



Maureen Miller Brosnan, Mayor

Date: February 07, 2023

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

#023-23 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated January 11, 2023, submitted pursuant to Council Resolution No. 380-22, and a communication from the Office of the Mayor, dated November 17, 2022, which bears the signatures of the Human Resources Director, the Finance Director and the City Attorney, and to which is attached a Memorandum from the Human Resources Director to the Mayor, dated November 15, 2022, which recommends certain salary and fringe benefit adjustments for City Department Heads consistent with those recently approved for non-represented City of Livonia employees for the period December 1, 2022 through November 30, 2025, which are as follows:

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. Increase bereavement leave to five days instead of four days for the death of an immediate family member;
4. Increase the City's contribution to employees' RHSP accounts from \$80 per bi-weekly pay period to \$90 per bi-weekly pay period effective December 1, 2022, and \$45 per week for part-time employees;
5. Add Martin Luther King, Jr. Day as a paid holiday;
6. 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;
7. Increase in Personal Business paid days off from two days per year to three days per year;
8. 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%);
9. Increase the salaries of all appointed Department Heads as follows:

Effective December 1, 2022	2	increase
Effective December 1, 2023	3	increase
Effective December 1, 2024	2.5	increase

10. 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; and
11. Upon ratification, provide a \$500 signing bonus to any employee who did not receive a wage adjustment.

The Council does hereby concur in and approve of the aforesaid action in the manner and form herein submitted.

<i>UNFINISHED BUSINESS ITEM 21b (Regular Meeting of January 18, 2023)</i>

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

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

February 2, 2023

Honorable Members of City Council
City of Livonia

Subject: Request for Adjustment/Correction of Compensation for Deputy City Clerk and
Deputy City Treasurer

Dear Council Members:

We are asking you to approve a salary correction for both the Deputy City Clerk and Deputy City Treasurer.

It was resolved to increase the compensation for the Deputy City Clerk and Deputy City Treasurer at the April 18, 2022, meeting. The schedule for the increase in compensation for these classifications was 5% in 2022, and 3% in 2023, to bring their wages closer in line with surrounding communities and in consideration of their day-to-day duties and workloads.

There was a sentence in the letter submitted to City Council which stated that "It should be noted that these adjustments are notwithstanding any changes that would be impacted by future contractual agreements extended to unrepresented employees."

Initially, that sentence was interpreted to mean that the wages for the Deputy Clerk and Deputy Treasurer would not be further impacted by the annual December 1 wage increase. However, in reviewing the paperwork, it was determined that the Deputies should also receive the annual December 1 increase in addition to the special wage adjustment approved on April 18, 2022.

We request that you approve the correction to the wage schedule, and we further propose that the correction be retroactively applied back to December 1.

A copy of Clerk Nash and Treasurer Sheel's correspondence dated April 4, 2022, is attached. We would be happy to meet with you should you have any questions regarding this matter. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Jeannine Laible". The signature is written in a cursive, flowing style.

Jeannine Laible
Human Resources Director



LETTER TO THE LIVONIA CITY COUNCIL

1.

Treasurer
March 23, 2022

MEETING DATE

Study Meeting of
April 4, 2022

PREPARED BY

Lynda L. Scheel, MiCPT, Treasurer,

AGENDA ITEM

REQUEST TO APPROVE INCREASE IN COMPENSATION FOR THE DEPUTY TREASURER AND DEPUTY CLERK: City Treasurer and City Clerk, re: to increase compensation to be more comparable with positions in neighboring communities.

BACKGROUND

Dear Council Members,

We are asking your concurrence with a salary adjustment for both the Deputy City Clerk and Deputy City Treasurer based on several factors:

- The fact that comparable salaries for the same positions in nearby/comparable communities are significantly higher than salaries in Livonia (see attached).
- The most recent Local Officers Compensation Commission meeting approved increases for the Clerk and Treasurer positions, as 5% in 2022 and 3% in 2023.
- The Personnel Review Committee prepared a citywide comparison of the differential between salaries of Livonia's Director positions and their deputy/second-in-command positions (see attached). The current average differential is 21%, though the numbers are skewed higher by several unfilled or unavailable positions (Planning, Housing, etc.). With the current LOCC increases, the differential for Deputy Clerk and Deputy Treasurer is at 22.5%.

Considering these factors and knowing the pivotal role these deputy positions play in the day-to-day operations in each of their respective departments, the Personnel Review Committee has recommended and the Mayor supports the request that the Council approve an increase in compensation for these positions. The increases would mirror those provided to the Clerk and Treasurer by the LOCC and would add 2% retroactive to January 1, 2022, to the 3% increase that was effective Dec. 1, 2021. An additional 3% increase would be added for the coming budget year (2022-23), which again mirrors the increase for the Clerk and Treasurer. If approved, the new annual salaries would range from \$63,690 at Step 1 to \$74,610 at Step 5 for the current year and \$65,603 at Step 1 to \$76,856 at Step 5 for 2022-23. It should be noted that these adjustments are notwithstanding any changes that would be impacted by future contractual agreements extended to unrepresented employees.

Thank you for your consideration of these salary adjustments.

Sincerely,
Susan M. Nash
City Clerk

Lynda L. Scheel
City Treasurer

RECOMMENDATION

Approve Request as stated.

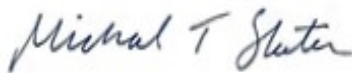
FISCAL CONSIDERATION

Budget for Salaries

ATTACHMENTS

1. Deputy Clerk and Deputy Treasurer Information for Council 1
2. Deputy Clerk and Deputy Treasurer Information for Council 2
3. Deputy Clerk and Deputy Treasurer Information for Council 3
4. Deputy Clerk and Deputy Treasurer Information for Council Cover

APPROVED BY



Date: March 23, 2022

Michael Slater, Finance Director



Date: March 25, 2022

Maureen Miller Brosnan, Mayor

TO: Livonia City Council

RE: Salary adjustments for Deputy Clerk, Deputy Treasurer

Dear Council Members,

We are asking your concurrence with a salary adjustment for both the Deputy City Clerk and Deputy City Treasurer based on several factors:

- The fact that comparable salaries for the same positions in nearby/comparable communities are significantly higher than salaries in Livonia (*see attached*).
- The most recent Local Officers Compensation Commission meeting approved increases for the Clerk and Treasurer positions, as 5% in 2022 and 3% in 2023.
- The Personnel Review Committee prepared a citywide comparison of the differential between salaries of Livonia's Director positions and their deputy/second-in-command positions (*see attached*). The current average differential is 21%, though the numbers are skewed higher by several unfilled or unavailable positions (Planning, Housing, etc.). With the current LOCC increases, the differential for Deputy Clerk and Deputy Treasurer is at 22.5%.

Considering these factors and knowing the pivotal role these deputy positions play in the day-to-day operations in each of their respective departments, the Personnel Review Committee has recommended and the Mayor supports the request that the Council approve an increase in compensation for these positions. The increases would mirror those provided to the Clerk and Treasurer by the LOCC and would add 2% retroactive to January 1, 2022, to the 3% increase that was effective Dec. 1, 2021. An additional 3% increase would be added for the coming budget year (2022-23), which again mirrors the increase for the Clerk and Treasurer. If approved, the new annual salaries would range from \$63,690 at Step 1 to \$74,610 at Step 5 for the current year and \$65,603 at Step 1 to \$76,856 at Step 5 for 2022-23. It should be noted that these adjustments are notwithstanding any changes that would be impacted by future contractual agreements extended to unrepresented employees.

Thank you for your consideration of these salary adjustments.

 Sincerely,

Susan M. Nash
City Clerk

and


Lynda L. Scheel
City Treasurer

Maureen Miller Brosnan
Mayor

**CITY OF LIVONIA
DEPUTY CLERK AND TREASURER
ALTERNATE WAGE RATE SCHEDULE**

CLASSIFICATION		1.020	1.025	1.050	1.030
		2%	2.5%	5%	3%
		2019-2020	2020-2021	2021-2022	2022-2023
		HOURLY ANNUAL	HOURLY ANNUAL	HOURLY ANNUAL	HOURLY ANNUAL
DEPUTY TREASURER	STEP 1	28.45 59,176.00	29.16 60,652.80	30.03 62,462.40	
<i>PER COUNCIL RESOLUTION</i>	STEP 1.5	29.02 60,361.60	29.75 61,880.00	30.64 63,731.20	
<i>#171-09 EFF. 2/1/2009</i>	STEP 2	29.61 61,588.80	30.35 63,128.00	31.26 65,020.80	
<i>Current</i>	STEP 3	30.77 64,001.60	31.54 65,603.20	32.49 67,579.20	
	STEP 4	32.02 66,601.60	32.82 68,265.60	33.80 70,304.00	
	STEP 5	33.33 69,326.40	34.16 71,052.80	35.18 73,174.40	
DEPUTY TREASURER	STEP 1			30.62 63,689.60	31.54 65,603.20
<i>Proposed (5% inc. in 2021-22 and 3% inc. in 2022-23 to Match LOCC)</i>	STEP 1.5			31.24 64,979.20	32.18 66,934.40
	STEP 2			31.87 66,289.60	32.83 68,286.40
	STEP 3			33.12 68,889.60	34.11 70,948.80
	STEP 4			34.46 71,676.80	35.49 73,819.20
	STEP 5			35.87 74,609.60	36.95 76,856.00
DEPUTY CLERK	STEP 1	28.45 59,176.00	29.16 60,652.80	30.03 62,462.40	
<i>PER COUNCIL RESOLUTION</i>	STEP 1.5	29.02 60,361.60	29.75 61,880.00	30.64 63,731.20	
<i>#279-11 EFF. 8/24/2011</i>	STEP 2	29.61 61,588.80	30.35 63,128.00	31.26 65,020.80	
<i>Current</i>	STEP 3	30.77 64,001.60	31.54 65,603.20	32.49 67,579.20	
	STEP 4	32.02 66,601.60	32.82 68,265.60	33.80 70,304.00	
	STEP 5	33.33 69,326.40	34.16 71,052.80	35.18 73,174.40	
DEPUTY CLERK	STEP 1			30.62 63,689.60	31.54 65,603.20
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	STEP 2			31.87 66,289.60	32.83 68,286.40
	STEP 3			33.12 68,889.60	34.11 70,948.80
	STEP 4			34.46 71,676.80	35.49 73,819.20
	STEP 5			35.87 74,609.60	36.95 76,856.00

Year	Clerk	Deputy Clerk	Treasurer	Deputy Treasurer		
2015	\$75,000.00		\$75,000.00			
2016	\$76,500.00	\$63,440.00	\$76,500.00	\$63,440.00		
2017	\$78,030.16	\$64,708.00	\$78,030.16	\$64,708.00		
2018	\$81,932.00	\$65,998.40	\$81,932.00	\$65,998.40		
2019	\$86,029.00	\$67,974.00	\$86,029.00	\$67,974.00		
2020	\$87,749.00	\$69,326.40	\$87,749.00	\$69,326.40		
Livonia 2021	\$89,944.00	\$71,053.00	\$89,944.00	\$71,053.00		
Ann Arbor 2021	\$122,706.00	\$90,168.00	\$132,498.00	n/a		
Dearborn 2021	\$97,910.00	\$78,199.00	\$116,748.00	\$97,067.00		
Farmington Hills 2021	\$119,232.00	\$80,223.00	\$120,335.00	\$85,366.00		
Troy 2021	\$120,914.00	\$83,859.00	\$109,922.00	\$83,859.00		
Westland 2021	\$118,101.00	\$106,291.00	n/a	n/a		
Livonia 2022	\$94,441.00	\$73,175.00	\$94,441.00	\$73,175.00		
Livonia 2023	\$97,274.00		\$97,274.00			
History of pay for Clerk, Deputy Clerk, Treasurer and Deputy Treasurer						

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 LIVONIA CIVIL SERVICE

**CITY OF LIVONIA
DIRECTORS SALARIES - PROPOSED
2021-2022 WAGE RATE SCHEDULE**

*Elected Official's Salaries are as of 1/1/2022

<u>DIRECTOR CLASSIFICATION</u>		<u>3% 2021-2022</u>	
		<u>HOURLY</u>	<u>ANNUAL</u>
POLICE CHIEF		\$87.44	\$140,275.20
FIRE CHIEF (as of 12/1/2021 to be approved)	STEP 1	\$57.33	\$119,246.40
	STEP 1.5	\$58.49	\$121,659.20
	STEP 2	\$59.61	\$123,988.80
	STEP 3	\$62.02	\$129,001.60
	STEP 4	\$64.50	\$134,160.00
	STEP 5	\$67.07	\$139,505.60
CITY ATTORNEY (RFT) PER COUNCIL RESOLUTION #172-18 REFLECTED PAY IS NEW AND EFFECTIVE 04/23/2018 THROUGH 11/30/2019. THERE IS NO 3% INCREASE FOR CA for 18-19.	STEP 1	\$56.95	\$118,456.00
	STEP 1.5	\$58.09	\$120,827.20
	STEP 2	\$59.25	\$123,240.00
	STEP 3	\$61.61	\$128,148.80
	STEP 4	\$64.09	\$133,307.20
	STEP 5	\$66.65	\$138,632.00
MAYOR *(as of 1/1/2022)		\$64.72	\$134,609.00
DIRECTOR OF FINANCE	STEP 1	\$53.41	\$111,092.80
	STEP 1.5	\$54.49	\$113,339.20
	STEP 2	\$55.51	\$115,460.80
	STEP 3	\$57.75	\$120,120.00
	STEP 4	\$60.12	\$125,049.60
	STEP 5	\$62.47	\$129,937.60
SUPERINTENDENT OF PARKS & RECREATION PER COUNCIL RESOLUTION #332-20 APPROVED 11/16/2020 EFFECTIVE 12/1/2020	STEP 1	\$53.41	\$111,092.80
	STEP 1.5	\$54.49	\$113,339.20
	STEP 2	\$55.51	\$115,460.80
	STEP 3	\$57.75	\$120,120.00
	STEP 4	\$60.12	\$125,049.60
	STEP 5	\$62.47	\$129,937.60
PLANNING AND ECONOMIC DEVELOPMENT DIRECTOR PER COUNCIL RESOLUTION #10-10 APPROVED 1/13/2010	STEP 1	\$53.41	\$111,092.80
	STEP 1.5	\$54.49	\$113,339.20
	STEP 2	\$55.51	\$115,460.80
	STEP 3	\$57.75	\$120,120.00
	STEP 4	\$60.12	\$125,049.60
	STEP 5	\$62.47	\$129,937.60
DIRECTOR OF PUBLIC WORKS		\$62.47	\$129,937.60
CITY ASSESSOR (as approved by PRC 7.9.21) (per CR#287-21, eff. 12.1.21)	STEP 1	\$49.32	\$102,585.60
	STEP 1.5	\$50.31	\$104,644.80
	STEP 2	\$51.29	\$106,683.20
	STEP 3	\$53.34	\$110,947.20
	STEP 4	\$55.48	\$115,398.40
	STEP 5	\$57.70	\$120,016.00
CHIEF OF STAFF (DIRECTOR ADMINISTRATIVE SERVICES) (Proposed)	STEP 1	\$49.32	\$102,585.60
	STEP 1.5	\$50.31	\$104,644.80
	STEP 2	\$51.29	\$106,683.20
	STEP 3	\$53.34	\$110,947.20
	STEP 4	\$55.48	\$115,398.40
	STEP 5	\$57.70	\$120,016.00

**CITY OF LIVONIA
DEPUTY DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE**

<u>DEPUTY DIRECTOR CLASSIFICATION</u>		<u>3% 2021-2022</u>		<u>\$ Differential at Top Step</u>	<u>% Differential at Top Step</u>
		<u>HOURLY</u>	<u>ANNUAL</u>		
DEPUTY POLICE CHIEF		\$81.32	\$127,545.60	\$12,729.60	9.1%
DEPUTY FIRE CHIEF					
	STEP 4	\$58.97	\$122,657.60		
	STEP 5	\$61.33	\$127,566.40	\$11,939.20	8.6%
CHIEF ASSISTANT CITY ATTORNEY	STEP 1	\$51.77	\$107,681.60		
	STEP 1.5	\$52.80	\$109,824.00		
	STEP 2	\$53.86	\$112,028.80		
	STEP 3	\$56.01	\$116,500.80		
	STEP 4	\$58.25	\$121,160.00		
	STEP 5	\$60.58	\$126,006.40	\$12,625.60	9.1%
DIRECTOR ADMINISTRATIVE SERVICES	STEP 1	\$40.93	\$85,134.40		
	STEP 1.5	\$41.78	\$86,902.40		
	STEP 2	\$42.54	\$88,483.20		
	STEP 3	\$44.24	\$92,019.20		
	STEP 4	\$46.01	\$95,700.80		
	STEP 5	\$47.85	\$99,528.00	\$35,081.00	26.1%
CHIEF ACCOUNTANT	STEP 1	\$42.72	\$88,857.60		
	STEP 1.5	\$43.64	\$90,771.20		
	STEP 2	\$44.38	\$92,310.40		
	STEP 3	\$46.12	\$95,929.60		
	STEP 4	\$47.95	\$99,736.00		
	STEP 5	\$49.87	\$103,729.60	\$26,208.00	20.2%
ASSISTANT SUPT. OF PARKS & RECREATION	STEP 1	\$43.66	\$90,812.80		
	STEP 1.5	\$44.49	\$92,539.20		
	STEP 2	\$45.36	\$94,348.80		
	STEP 3	\$47.16	\$98,092.80		
	STEP 4	\$49.04	\$102,003.20		
	STEP 5	\$51.00	\$106,080.00	\$23,857.60	18.4%
PLANNER IV	STEP 1	\$34.82	\$72,425.60		
	STEP 1.5	\$35.45	\$73,736.00		
	STEP 2	\$36.17	\$75,233.60		
	STEP 3	\$37.60	\$78,208.00		
	STEP 4	\$39.08	\$81,286.40		
	STEP 5	\$40.59	\$84,427.20	\$45,510.40	35.0%
ASSISTANT DIRECTOR OF PUBLIC WORKS	STEP 1	\$47.12	\$98,009.60		
	STEP 1.5	\$48.04	\$99,923.20		
	STEP 2	\$49.01	\$101,940.80		
	STEP 3	\$50.92	\$105,913.60		
	STEP 4	\$52.96	\$110,156.80		
	STEP 5	\$55.05	\$114,504.00	\$15,433.60	11.9%
ASSISTANT CITY ASSESSOR	STEP 1	\$39.85	\$82,888.00		
	STEP 1.5	\$40.65	\$84,552.00		
	STEP 2	\$41.45	\$86,216.00		
	STEP 3	\$43.11	\$89,668.80		
	STEP 4	\$44.84	\$93,267.20		
	STEP 5	\$46.64	\$97,011.20	\$23,004.80	19.2%

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FEB 07 2022

LIVONIA CIVIL SERVICE

CITY OF LIVONIA
DIRECTORS SALARIES - PROPOSED
2021-2022 WAGE RATE SCHEDULE

*Elected Official's Salaries are as of 1/1/2022

DIRECTOR CLASSIFICATION		3% 2021-2022	
		HOURLY	ANNUAL
INFORMATION SYSTEMS DIRECTOR	STEP 1	\$47.12	\$98,009.60
	STEP 1.5	\$48.04	\$99,923.20
	STEP 2	\$49.01	\$101,940.80
	STEP 3	\$50.92	\$105,913.60
	STEP 4	\$52.96	\$110,156.80
	STEP 5	\$55.05	\$114,504.00
HUMAN RESOURCES DIRECTOR (Proposed)	STEP 1	\$47.12	\$98,009.60
	STEP 1.5	\$48.04	\$99,923.20
	STEP 2	\$49.01	\$101,940.80
	STEP 3	\$50.92	\$105,913.60
	STEP 4	\$52.96	\$110,156.80
	STEP 5	\$55.05	\$114,504.00
DIRECTOR OF HOUSING (Proposed)	STEP 1	\$47.12	\$98,009.60
	STEP 1.5	\$48.04	\$99,923.20
	STEP 2	\$49.01	\$101,940.80
	STEP 3	\$50.92	\$105,913.60
	STEP 4	\$52.96	\$110,156.80
	STEP 5	\$55.05	\$114,504.00
DIRECTOR OF BUILDING INSPECTION	STEP 1	\$45.95	\$95,576.00
	STEP 1.5	\$46.90	\$97,552.00
	STEP 2	\$47.85	\$99,528.00
	STEP 3	\$49.86	\$103,708.80
	STEP 4	\$51.93	\$108,014.40
	STEP 5	\$54.13	\$112,590.40
LIBRARY DIRECTOR	STEP 1	\$45.36	\$94,348.80
	STEP 1.5	\$46.25	\$96,200.00
	STEP 2	\$47.16	\$98,092.80
	STEP 3	\$49.04	\$102,003.20
	STEP 4	\$51.00	\$106,080.00
	STEP 5	\$52.92	\$110,073.60
DIRECTOR ADMINISTRATIVE SERVICES	STEP 1	\$40.93	\$85,134.40
	STEP 1.5	\$41.78	\$86,902.40
	STEP 2	\$42.54	\$88,483.20
	STEP 3	\$44.24	\$92,019.20
	STEP 4	\$46.01	\$95,700.80
	STEP 5	\$47.85	\$99,528.00
DIRECTOR COMMUNITY RESOURCES	STEP 1	\$40.93	\$85,134.40
	STEP 1.5	\$41.78	\$86,902.40
	STEP 2	\$42.54	\$88,483.20
	STEP 3	\$44.24	\$92,019.20
	STEP 4	\$46.01	\$95,700.80
	STEP 5	\$47.85	\$99,528.00
DIRECTOR OF GOVERNMENTAL AFFAIRS CR#321-20 of 11/4/2020 (Replaces Director of Legislative Affairs; same pay scale) (Minutes approved 11/16/2020)	STEP 1	\$40.93	\$85,134.40
	STEP 1.5	\$41.78	\$86,902.40
	STEP 2	\$42.54	\$88,483.20
	STEP 3	\$44.24	\$92,019.20
	STEP 4	\$46.01	\$95,700.80
	STEP 5	\$47.85	\$99,528.00
DIRECTOR OF EMERGENCY PREPAREDNESS PER CR #206-21 EFF. 7/1/2021	STEP 1	\$38.30	\$79,664.00
	STEP 1.5	\$39.07	\$81,265.60
	STEP 2	\$39.83	\$82,846.40
	STEP 3	\$41.43	\$86,174.40
	STEP 4	\$43.08	\$89,606.40
	STEP 5	\$44.82	\$93,225.60

CITY OF LIVONIA
DEPUTY DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE

DEPUTY DIRECTOR CLASSIFICATION		3% 2021-2022		\$ Differential at Top Step	% Differential at Top Step
		HOURLY	ANNUAL		
SYSTEMS ANALYST II	STEP 1	\$34.82	\$72,425.60		
	STEP 1.5	\$35.45	\$73,736.00		
	STEP 2	\$36.17	\$75,233.60		
	STEP 3	\$37.60	\$78,208.00		
	STEP 4	\$39.10	\$81,328.00		
	STEP 5	\$40.60	\$84,448.00	\$30,056.00	26.2%
PERSONNEL ANALYST II	STEP 1	\$35.65	\$74,152.00		
	STEP 1.5	\$36.33	\$75,566.40		
	STEP 2	\$37.03	\$77,022.40		
	STEP 3	\$38.46	\$79,996.80		
	STEP 4	\$40.05	\$83,304.00		
	STEP 5	\$41.54	\$86,403.20	\$28,100.80	24.5%
DIVISIONAL DIRECTOR	Step 1	\$28.20	\$58,662.44		
	Step 1.5	\$28.71	\$59,715.18		
	Step 2	\$29.25	\$60,835.12		
	Step 3	\$30.40	\$63,231.79		
	Step 4	\$31.55	\$65,628.46		
	Step 5	\$32.78	\$68,181.92	\$46,322.08	40.5%
ASSISTANT DIRECTOR OF BUILDING INSPECTION	STEP 1	\$37.23	\$77,438.40		
	STEP 1.5	\$37.92	\$78,873.60		
	STEP 2	\$38.66	\$80,412.80		
	STEP 3	\$40.19	\$83,595.20		
	STEP 4	\$41.81	\$86,964.80		
	STEP 5	\$43.47	\$90,417.60	\$22,172.80	19.7%
ASSISTANT BRANCH LIBRARIAN	STEP 1	\$33.81	\$70,324.80		
	STEP 1.5	\$34.47	\$71,697.60		
	STEP 2	\$35.16	\$73,132.80		
	STEP 3	\$36.51	\$75,940.80		
	STEP 4	\$37.92	\$78,873.60		
	STEP 5	\$39.43	\$82,014.40	\$28,059.20	25.5%
CHIEF OF PUBLIC RELATIONS	STEP 1	\$33.81	\$70,324.80		
	STEP 1.5	\$34.47	\$71,697.60		
	STEP 2	\$35.16	\$73,132.80		
	STEP 3	\$36.51	\$75,940.80		
	STEP 4	\$37.92	\$78,873.60		
	STEP 5	\$39.43	\$82,014.40	\$17,513.60	17.6%

CITY OF LIVONIA
DIRECTORS SALARIES - PROPOSED
2021-2022 WAGE RATE SCHEDULE

*Elected Official's Salaries are as of 1/1/2022

DIRECTOR CLASSIFICATION	3% 2021-2022	
	HOURLY	ANNUAL
CITY CLERK *(as of 1/1/2022)	\$45.40	\$94,441.00

CITY TREASURER *(as of 1/1/2022)	\$45.40	\$94,441.00
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CITY OF LIVONIA
DEPUTY DIRECTORS SALARIES
2021-2022 WAGE RATE SCHEDULE

DEPUTY DIRECTOR CLASSIFICATION		3% 2021-2022		\$ Differential at Top Step	% Differential at Top Step
		HOURLY	ANNUAL		
DEPUTY CLERK	STEP 1	\$30.03	\$62,462.40		
	STEP 1.5	\$30.64	\$63,731.20		
	STEP 2	\$31.26	\$65,020.80		
	STEP 3	\$32.49	\$67,579.20		
	STEP 4	\$33.80	\$70,304.00		
	STEP 5	\$35.18	\$73,174.40	\$21,266.60	22.5%
DEPUTY TREASURER	STEP 1	\$30.03	\$62,462.40		
	STEP 1.5	\$30.64	\$63,731.20		
	STEP 2	\$31.26	\$65,020.80		
	STEP 3	\$32.49	\$67,579.20		
	STEP 4	\$33.80	\$70,304.00		
	STEP 5	\$35.18	\$73,174.40	\$21,266.60	22.5%
AVERAGE - All Positions				\$24,773.38	21.0%

C:\Users\MSlater\Desktop\Salary Tables\Global Salary Table Deputy Comparison 1.25.22.xlsx Actuals

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LIVONIA CIVIL SERVICE

Deputy Clerk

Community	Population	Taxable Value	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Allen Park	28,638	838,874,158			\$25.14	7/1/2021			T
Ann Arbor	123,851	6,684,030,058	\$69,360	\$90,168	\$69,360	6/20/2021			
Auburn Hills	24,360	1,804,250,236	\$51,146	\$62,840	\$54,410	1/1/2021	12/31/2021		
Belleville	4,008	107,333,920							
Birmingham	21,813	2,763,363,580	\$50,573	\$64,742	\$50,999	7/1/2020			
Dearborn	109,976	3,597,280,819	\$61,730	\$78,199	\$61,730	7/1/2018			
Dearborn Heights	63,292	1,408,273,865	\$62,000	\$62,000	\$62,000	7/1/2021	6/30/2022		
Farmington Hills	83,986	3,730,230,260	\$80,223	\$80,223	\$80,223	7/1/2021	6/30/2022		
Flat Rock	10,541	333,033,588	\$41,163	\$43,930	\$43,930	7/1/2020	6/30/2021		U
Fraser	14,726	490,629,662							
Garden City	27,380	582,200,362	\$57,400	\$80,000	\$60,000	7/1/2021			
Inkster	26,088	219,380,978		\$35,318	\$35,318	5/26/2021	6/30/2022		
Lincoln Park	40,245	601,356,152	\$36,837	\$50,842	\$49,273	7/1/2021	6/30/2022		
Livonia	95,535	4,499,560,227	\$60,653	\$71,053	\$71,053	12/1/2020	11/30/2021		
Melvindale	12,851	257,693,217							
Northville	6,119	450,797,480							
Novi	66,243	4,252,926,919	\$53,482	\$72,201	\$61,929				
Plymouth	9,370	636,043,215			\$22.82	7/1/2019			
Riverview	12,490	338,636,973							
Romulus	25,178	1,109,034,098			\$60,920	9/14/2020			
Roseville	47,710	1,002,892,213			\$75,839	7/1/2021	6/30/2022		
Southgate	30,014	746,344,530			\$62,483	7/1/2021	6/30/2022		
Taylor	63,409	1,413,430,461			\$59,925	1/1/2020	12/31/2021		
Trenton	18,544	648,881,887	\$42,673	\$49,921	\$48,000	7/1/2021	6/30/2022		
Troy	87,294	5,378,572,670	\$62,118	\$83,859	\$65,092	1/9/2021			
Wayne	17,713	371,388,900	\$23.79	\$31.21	\$24.65	1/1/2020			T
Westland	85,420	1,892,893,907	\$90,347	\$106,291	\$106,291	7/1/2021	12/31/2021		
Wixom	17,193	814,362,280	\$42,791	\$56,206	\$54,466	7/1/2018	6/30/2021		
Woodhaven	12,941	506,017,609			\$57,401	7/1/2021			
Wyandotte	25,058	594,674,148			\$42,203	1/1/2021			
Brownstown Twp	33,194	1,120,389,034			\$81,200	7/6/2020	11/20/2024		
Canton Twp	98,659	4,499,227,842	\$72,167	\$93,817	\$74,303	1/1/2021			A
Clinton Twp	100,513	3,169,938,104	\$83,826	\$94,224	\$94,224	4/1/2021	3/31/2022		
Commerce Twp	38,514	2,322,767,560			\$70,753	1/1/2021			
Huron Twp	16,944	581,092,177			\$38,000	11/20/2020	11/20/2024		
Macomb Twp	91,663	4,034,761,897			\$86,429	3/10/2021			
Northville Twp	31,758	2,406,447,471	\$74,305	\$74,305	\$74,305	1/1/2021			
Orion Township	35,330	1,983,739,610	\$3,500	\$3,500	\$3,500	1/1/2021	12/31/2021		
Pittsfield Twp	39,147	2,212,951,587	\$63,399	\$82,422	\$81,127	1/1/2021			A
Redford Twp	49,504	917,127,059		\$69,222	\$69,222	12/1/2020	11/30/2024		
Van Buren Twp	30,375	1,165,488,936	\$82,000	\$82,000	\$82,000	1/1/2021	1/1/2023		
Waterford Twp	70,565	2,460,250,560	\$61,770	\$71,040	\$71,040	1/1/2020			
Ypsilanti Twp	55,670	1,509,216,773			\$62,487	1/1/2021	12/31/2021		

Legend:

A Uses alternate title
 B Shared position, see salary survey
 C Contracted services
 D Dept shared with other municipality

F Full and part time positions
 H Base + Hourly
 LEV Assessor's level

N Under negotiation
 P Public Safety Dept
 POC Paid on Call

T Part time position
 U Union
 V Vacant

Deputy Treasurer

Community	Population	Taxable Value	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Allen Park	28,638	838,874,158							
Ann Arbor	123,851	6,684,030,058							
Auburn Hills	24,360	1,804,250,236	\$68,403	\$87,285	\$76,106	1/1/2021	12/31/2021		B
Belleville	4,008	107,333,920							
Birmingham	21,813	2,763,363,580	\$54,445	\$69,696	\$60,696	7/1/2020			
Dearborn	109,976	3,597,280,819	\$76,626	\$97,067	\$86,244	7/1/2018			
Dearborn Heights	63,292	1,408,273,865	\$65,000	\$65,000	\$65,000	7/1/2021	6/30/2022		
Farmington Hills	83,986	3,730,230,260	\$85,366	\$85,366	\$85,366	7/1/2021	6/30/2022		
Flat Rock	10,541	333,033,588	\$41,850	\$44,840	\$44,840	7/1/2020	6/30/2021		U
Fraser	14,726	490,629,662							
Garden City	27,380	582,200,362							
Inkster	26,088	219,380,978							
Lincoln Park	40,245	601,356,152	\$36,837	\$50,842	\$49,273	7/1/2021	6/30/2022		A
Livonia	95,535	4,499,560,227	\$60,653	\$71,053	\$71,053	12/1/2020	11/30/2021		
Melvindale	12,851	257,693,217							
Northville	6,119	450,797,480							
Novi	66,243	4,252,926,919	\$73,805	\$103,327	\$80,702				
Plymouth	9,370	636,043,215							BV
Riverview	12,490	338,636,973							
Romulus	25,178	1,109,034,098			\$62,421	7/1/2020			
Roseville	47,710	1,002,892,213			\$80,579	7/1/2021	6/30/2022		
Southgate	30,014	746,344,530			\$62,483	7/1/2021	6/30/2022		
Taylor	63,409	1,413,430,461			\$60,050	1/1/2020	12/31/2021		
Trenton	18,544	648,881,887							
Troy	87,294	5,378,572,670	\$62,118	\$83,859	\$65,000	6/7/2021			
Wayne	17,713	371,388,900							
Westland	85,420	1,892,893,907							
Wixom	17,193	814,362,280	\$53,159	\$69,813	\$63,596	7/1/2018	6/30/2021		
Woodhaven	12,941	506,017,609							
Wyandotte	25,058	594,674,148			\$84,427	1/1/2021			B
Brownstown Twp	33,194	1,120,389,034			\$81,200	7/6/2020	11/20/2024		
Canton Twp	98,659	4,499,227,842	\$92,149	\$119,797	\$119,797	1/1/2021			A
Clinton Twp	100,513	3,169,938,104	\$83,826	\$94,224	\$94,224	4/1/2021	3/31/2022		
Commerce Twp	38,514	2,322,767,560			\$70,753	1/1/2021			
Huron Twp	16,944	581,092,177			\$38,000	11/20/2020	11/20/2024		
Macomb Twp	91,663	4,034,761,897			\$86,429	3/10/2021			
Northville Twp	31,758	2,406,447,471							
Orion Township	35,330	1,983,739,610	\$3,500	\$3,500	\$3,500	1/1/2021	12/31/2021		
Pittsfield Twp	39,147	2,212,951,587	\$63,399	\$82,422	\$75,375	1/1/2021			
Redford Twp	49,504	917,127,059		\$57,998	\$67,998	12/1/2020	11/30/2024		
Van Buren Twp	30,375	1,165,488,936	\$87,000	\$87,000	\$87,000	1/1/2021	1/1/2023		
Waterford Twp	70,565	2,460,250,560	\$61,770	\$71,040	\$71,040	1/1/2020			
Ypsilanti Twp	55,670	1,509,216,773			\$62,487	1/1/2021	12/31/2021		

Legend:

A Uses alternate title

B Shared position, see salary survey

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D Dept shared with other municipality

F Full and part time positions

H Base + Hourly

LEV Assessor's level

N Under negotiation

P Public Safety Dept

POC Paid on Call

T Part time position

U Union

V Vacant

Community	Population	Taxable Value	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Allen Park	28,638	838,874,158			\$65,447	11/1/2020			
Ann Arbor	123,851	6,684,030,058	\$94,389	\$122,706	\$106,724	7/1/2019			
Auburn Hills	24,360	1,804,250,236	\$68,403	\$87,285	\$79,464	1/1/2021	12/31/2021		
Belleville	4,008	107,333,920	\$52,000	\$52,000	\$52,000	9/11/2020			B
Birmingham	21,813	2,763,363,580	\$78,802	\$100,891	\$80,733	7/1/2020			
Dearborn	109,976	3,597,280,819			\$97,910	1/1/2021			
Dearborn Heights	63,292	1,408,273,865	\$76,513	\$76,513	\$76,513	1/1/2019			
Farmington Hills	83,986	3,730,230,260	\$119,232	\$119,232	\$119,232	7/1/2021	6/30/2022		
Flat Rock	10,541	333,033,588	\$61,812	\$61,812	\$61,812	1/1/2020	12/31/2021		
Fraser	14,726	490,629,662	\$75,010	\$75,010	\$75,010	6/7/2021			
Garden City	27,380	582,200,362	\$79,900	\$110,000	\$93,127	7/1/2021			
Inkster	26,088	219,380,978	\$61,000	\$61,500	\$61,000	7/5/2021	6/30/2022		
Lincoln Park	40,245	601,356,152			\$52,000				
Livonia	95,535	4,499,560,227			\$89,944	1/1/2021	12/31/2021		
Melvindale	12,851	257,693,217			\$12,000		11/20/2019		
Northville	6,119	450,797,480			\$71,198	1/17/2021			
Novi	66,243	4,252,926,919		\$93,179	\$93,179				
Plymouth	9,370	636,043,215			\$41.07	7/1/2019			
Riverview	12,490	338,636,973	\$61,330	\$61,330	\$61,330	7/1/2020			
Romulus	25,178	1,109,034,098			\$80,653	1/1/2021			
Roseville	47,710	1,002,892,213			\$94,799	7/1/2021	6/30/2022		
Southgate	30,014	746,344,530			\$6,250	7/1/2021	6/30/2022		
Taylor	63,409	1,413,430,461			\$75,600	1/1/2020	12/31/2021		
Trenton	18,544	648,881,887	\$54,000	\$72,000	\$72,000	11/1/2019	10/31/2023		
Troy	87,294	5,378,572,670	\$89,566	\$120,914	\$117,312	1/9/2021			
Wayne	17,713	371,388,900	\$70,000	\$70,000	\$70,000	3/18/2019	6/30/2022		
Westland	85,420	1,892,893,907		\$118,101	\$118,101	7/1/2021	12/31/2021		
Wixom	17,193	814,362,280	\$61,432	\$80,678	\$78,202	7/1/2018	6/30/2021		
Woodhaven	12,941	506,017,609			\$74,282	7/1/2021			
Wyandotte	25,058	594,674,148			\$45,000	5/10/2021			
Brownstown Twp	33,194	1,120,389,034			\$30,500	11/20/2020	11/20/2024		
Canton Twp	98,659	4,499,227,842	\$102,076	\$102,076	\$102,076	1/1/2021			
Clinton Twp	100,513	3,169,938,104			\$81,024	4/1/2021	3/31/2022		
Commerce Twp	38,514	2,322,767,560			\$93,000	1/1/2021			
Huron Twp	16,944	581,092,177			\$54,758	11/20/2020	11/20/2024		
Macomb Twp	91,663	4,034,761,897			\$93,500	11/20/2020			
Northville Twp	31,758	2,406,447,471	\$85,000	\$85,000	\$85,000	11/12/2020			
Orion Township	35,330	1,983,739,610	\$81,600	\$81,600	\$81,600	1/1/2021	12/31/2021		
Pittsfield Twp	39,147	2,212,951,587	\$88,615	\$88,615	\$88,615	11/1/2020			
Redford Twp	49,504	917,127,059		\$79,441	\$79,441	12/1/2020	11/30/2024		
Van Buren Twp	30,375	1,165,488,936	\$94,347	\$94,347	\$94,347	1/1/2021	1/1/2023		
Waterford Twp	70,565	2,460,250,560			\$90,496	1/1/2021			
Ypsilanti Twp	55,670	1,509,216,773			\$86,341	1/1/2021	12/31/2021		

Legend:

A Uses alternate title
 B Shared position, see salary survey
 C Contracted services
 D Dept shared with other municipality

F Full and part time positions
 H Base + Hourly
 LEV Assessor's level

N Under negotiation
 P Public Safety Dept
 POC Paid on Call

T Part time position
 U Union
 V Vacant

Treasurer

Community	Population	Taxable Value	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Allen Park	28,638	838,874,158			\$51,724	11/1/2020			
Ann Arbor	123,851	6,684,030,058	\$101,921	\$132,498	\$108,000	8/19/2019			
Auburn Hills	24,360	1,804,250,236	\$100,904	\$125,368	\$104,307	1/1/2021	12/31/2021		B
Belleville	4,008	107,333,920							B
Birmingham	21,813	2,763,363,580	\$93,665	\$119,814	\$119,813	7/1/2020			B
Dearborn	109,976	3,597,280,819			\$116,748	7/1/2020			B
Dearborn Heights	63,292	1,408,273,865	\$76,513	\$76,513	\$76,513	1/1/2019			
Farmington Hills	83,986	3,730,230,260	\$120,335	\$120,335	\$120,335	7/1/2021	6/30/2022		B
Flat Rock	10,541	333,033,588	\$65,000	\$65,000	\$65,000	1/1/2020	12/31/2021		
Fraser	14,726	490,629,862							
Garden City	27,380	582,200,362	\$79,900	\$110,000	\$97,207	7/1/2021			
Inkster	26,088	219,380,978	\$86,000	\$86,000	\$86,000	6/7/2021	6/30/2022		
Lincoln Park	40,245	601,356,152			\$15,000				
Livonia	95,535	4,499,560,227			\$89,944	1/1/2021	12/31/2021		
Melvindale	12,851	257,693,217			\$3,000		11/20/2019		
Northville	6,119	450,797,480			\$105,622	1/17/2021			B
Novi	66,243	4,252,926,919							
Plymouth	9,370	636,043,215			\$46.18	5/1/2021			B
Riverview	12,490	338,636,973	\$115,000	\$115,000	\$115,000	1/1/2021			B
Romulus	25,178	1,109,034,098			\$80,653	1/1/2021			
Roseville	47,710	1,002,892,213			\$94,799	7/1/2021	6/30/2022		
Southgate	30,014	746,344,530			\$5,250	7/1/2021	6/30/2022		
Taylor	63,409	1,413,430,461			\$32,900	1/1/2020	12/31/2021		
Trenton	18,544	648,881,887	\$13,000	\$13,000	\$13,000	11/1/2019	10/31/2023		
Troy	87,294	5,378,572,670	\$81,424	\$109,922	\$85,850	7/1/2021			
Wayne	17,713	371,388,900							
Westland	85,420	1,892,893,907							
Wixom	17,193	814,362,280	\$76,317	\$100,226	\$98,285	7/1/2018	6/30/2021		
Woodhaven	12,941	506,017,809			\$91,166	7/1/2021			
Wyandotte	25,058	594,674,148			\$4,800	5/10/2021			
Brownstown Twp	33,194	1,120,389,034			\$30,500	11/20/2020	11/20/2024		
Canton Twp	98,659	4,499,227,842	\$102,076	\$102,076	\$102,076	1/1/2021			
Clinton Twp	100,513	3,169,938,104			\$81,024	4/1/2021	3/31/2022		
Commerce Twp	38,514	2,322,767,560			\$93,000	1/1/2021			
Huron Twp	16,944	581,092,177			\$54,758	11/20/2020	11/20/2024		
Macomb Twp	91,663	4,034,761,897			\$93,500	11/20/2020			
Northville Twp	31,758	2,406,447,471	\$25,000	\$25,000	\$25,000	11/12/2020			
Orion Township	35,330	1,983,739,610	\$81,600	\$81,600	\$81,600	1/1/2021	12/31/2021		
Pittsfield Twp	39,147	2,212,951,587	\$88,615	\$88,615	\$88,615	11/1/2020			
Redford Twp	49,504	917,127,059			\$79,441	12/1/2020	11/30/2024		
Van Buren Twp	30,375	1,165,488,936	\$94,347	\$94,347	\$94,347	1/1/2021	1/1/2023		
Waterford Twp	70,565	2,460,250,560			\$90,496	1/1/2021			
Ypsilanti Twp	55,670	1,509,216,773			\$86,341	1/1/2021	12/31/2021		

Legend:

A Uses alternate title
 B Shared position, see salary survey
 C Contracted services
 D Dept shared with other municipality

F Full and part time positions
 H Base + Hourly
 LEV Assessor's level

N Under negotiation
 P Public Safety Dept
 POC Paid on Call

T Part time position
 U Union
 V Vacant

**CITY OF LIVONIA
DEPUTY CLERK AND TREASURER
ALTERNATE WAGE RATE SCHEDULE**

<u>CLASSIFICATION</u>		2%		2.5%		3%		2%	
		2019-2020		2020-2021		2021-2022		2022-2023	
		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
DEPUTY TREASURER <i>Per CR#171-09; Eff. 2/1/2009</i>	STEP 1	28.45	59,176.00	29.16	60,652.80	30.03	62,462.40		
	STEP 1.5	29.02	60,361.60	29.75	61,880.00	30.64	63,731.20		
	STEP 2	29.61	61,588.80	30.35	63,128.00	31.26	65,020.80		
	STEP 3	30.77	64,001.60	31.54	65,603.20	32.49	67,579.20		
	STEP 4	32.02	66,601.60	32.82	68,265.60	33.80	70,304.00		
	STEP 5	33.33	69,326.40	34.16	71,052.80	35.18	73,174.40		
DEPUTY TREASURER <i>Proposed 2% inc. in 2021-22 and 3% inc. in 2022-23 PLUS general employee percentage raises which which are listed across the top</i>	STEP 1					30.63	63,711.65	32.18	66,936.48
	STEP 1.5					31.25	65,005.82	32.83	68,294.30
	STEP 2					31.89	66,321.22	33.50	69,673.34
	STEP 3					33.14	68,930.78	34.81	72,410.21
	STEP 4					34.48	71,710.08	36.22	75,338.02
	STEP 5					35.88	74,637.89	37.70	78,414.34
DEPUTY CLERK <i>Per CR#279-11; Eff. 8/24/2011</i>	STEP 1	28.45	59,176.00	29.16	60,652.80	30.03	62,462.40		
	STEP 1.5	29.02	60,361.60	29.75	61,880.00	30.64	63,731.20		
	STEP 2	29.61	61,588.80	30.35	63,128.00	31.26	65,020.80		
	STEP 3	30.77	64,001.60	31.54	65,603.20	32.49	67,579.20		
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	STEP 5	33.33	69,326.40	34.16	71,052.80	35.18	73,174.40		
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	STEP 4					34.48	71,710.08	36.22	75,338.02
	STEP 5					35.88	74,637.89	37.70	78,414.34

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

10. REQUEST TO ACCEPT QUOTATION FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE: Department of Finance, re: from One America for the period of March 1, 2023, to February 28, 2025.

Mike Slater, Finance Director, presented the request to Council.

Vice President Toy offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

10.

Finance
January 27, 2023

MEETING DATE

S021323/R022723

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

REQUEST TO ACCEPT QUOTATION FOR LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE: Department of Finance, re: from Sun Life for the period of March 1, 2023, to February 28, 2026.

BACKGROUND

With the assistance of Drew Higgerson of Marsh & McLennan, our insurance advisor, we have solicited quotes on life insurance coverage (results attached.)

The City's current life insurance provider is One America, at the rate of \$0.335 per \$1,000 payroll per month. The current Accidental Death and Dismemberment provider is also One America at a rate of \$0.025 per \$1,000 payroll per month.

The low quote for renewal was received from Sun Life, 1 Sunlife Park, Wellesley, MA 02481, at \$0.315 (Life Insurance) and \$0.025 (AD&D) per \$1,000 payroll, or approximately \$179,00 per year, for three years. This rate is 5 percent lower than what we are currently paying.

RECOMMENDATION

It is requested that City Council accept the quote from Sun Life to provide life and AD&D insurance coverage for the period from of March 1, 2023, to February 28, 2026. Thank you for your consideration in this matter.

FISCAL CONSIDERATION

ATTACHMENTS

1. City of Livonia Proposal Tabulation Life_ADD 03-2023

APPROVED BY

Michael Slater, Finance Director

Date: January 30, 2023

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

Date: February 03, 2023

Maureen Miller Brosnan, Mayor

City of Livonia

2023 Life/AD & D Cost Summary

2 Year Diff. from Current									
Carrier	Life Rate per \$1,000 AD&D Rate per \$1,000	Life/AD&D Rate per \$Rate Guarantee	Year 1 Cost	Year 2 Cost	2 Year Total	\$	%		
Current - One America	\$0.335	\$0.025	\$0.360	-	\$188,824	-	\$377,648	-	-
Renewal - One America	\$0.335	\$0.025	\$0.360	2 Years	\$188,824	\$188,824	\$377,648	\$0	0%
Sun Life	\$0.315	\$0.025	\$0.340	3 Years	\$179,383	\$179,383	\$358,766	(\$18,882)	-5%
Met Life	\$0.335	\$0.020	\$0.355	2 Years	\$186,366	\$186,366	\$372,732	(\$4,916)	-1%
Prudential - adverse risk	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote
Voya - uncompetitive	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote
The Hartford - uncompetitive	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote
Unum - uncompetitive	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote
Guardian - uncompetitive	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote	Decline to Quote

This analysis is intended for illustrative purposes only, and is not a guarantee of future expenses.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

11. REQUEST TO APPROVE SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM THIRD PARTY CONTRACT FOR PERIOD OCTOBER 1, 2022, TO SEPTEMBER 30, 2023 BETWEEN THE CITY OF LIVONIA AND SMART: Livonia Housing Commission, re: grant funds to be used for the Livonia Community Transit Program to provide lift-equipped transportation for the senior and disabled residents of the City.

Felicia Cross, Community Transit Program Supervisor, presented the request to Council.

Councilmember McIntyre said she knows we are having issues securing enough drivers and asked if we are currently able to operate all our busses that have lifts.

Felicia confirmed that we are.

Councilmember McIntyre offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

Housing
January 26, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Felicia Cross, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM THIRD PARTY CONTRACT FOR PERIOD OCTOBER 1, 2022, TO SEPTEMBER 30, 2023 BETWEEN THE CITY OF LIVONIA AND SMART: Livonia Housing Commission, re: grant funds to be used for the Livonia Community Transit Program to provide lift-equipped transportation for the senior and disabled residents of the City.

BACKGROUND

The Livonia Community Transit (LCT) Program would like approval to enter into a third-party contract with Suburban Mobility Authority for Regional Transportation (SMART) to receive operating assistance funding in the amount of \$29,921.00 which will be used to provide lift-equipped transportation for the senior and disabled residents of Livonia.

RECOMMENDATION

We ask the Council to approve the attached contract with SMART and authorize these funds to be used for the Livonia Community Transit program which provides lift-equipped transportation services to Livonia's senior and disabled residents.

FISCAL CONSIDERATION

Grant funds to be deposited to account no. 288-000-582-000

ATTACHMENTS

1. Specialized Services Contract FY23 DRAFT

APPROVED BY

Ermon Sims, CDBG Division Director

Date: January 27, 2023

Date: January 27, 2023

Michael Slater, Finance Director

Date: January 27, 2023

Mike Fisher, Chief Assistant City Attorney

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

Date: February 03, 2023

Maureen Miller Brosnan, Mayor

SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM THIRD-PARTY CONTRACT

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered between the Suburban Mobility Authority for Regional Transportation (hereinafter referred to as “**AUTHORITY**”), whose address is 535 Griswold Suite 600, Detroit, Michigan 48226, and City of Livonia (hereinafter referred to as “**SUBRECIPIENT**”), whose address is 33000 Civic Center Dr, Livonia, MI 48154.

SECTION 1. - DEFINITIONS

PROGRAM	Means the Michigan Specialized Services Operating Assistance Program designed primarily for seniors and persons with disabilities as defined under Section 10e(4)(c)(i) of Act 51, of the Public Acts of 1951, as amended; MCL 247.660e(4)(c)(i).
DEPARTMENT	Means the Michigan Department of Transportation.
BUREAU	Means the Bureau of Urban and Public Transportation of the Michigan Department of Transportation.
AUTHORITY	Means the Suburban Mobility Authority for Regional Transportation (SMART).
PROJECT	Means the providing of SPECIALIZED SERVICES.
SPECIALIZED SERVICES	Means public transportation services primarily designed for persons with disabilities or who are sixty-five (65) years of age or older.
STATE	Means the State of Michigan.
SUBRECIPIENT	Means City of Livonia, which will provide the transit services with funds received under this Contract.
APPLICATION	Means the AUTHORITY ’s application, submitted in cooperation with the SUBRECIPIENT , for funding from this PROGRAM for the period from October 1, 2022 to September 30, 2023.

SECTION 2. - PURPOSE

The purpose of this Contract is to pass through operating assistance funding received from the DEPARTMENT PROGRAM, to the SUBRECIPIENT. The transit services provided shall be as described in the APPLICATION submitted by the SUBRECIPIENT through the AUTHORITY and approved for funding by the DEPARTMENT.

SECTION 3. - FUNDING

The AUTHORITY is only obligated to provide funds under this Contract to the extent that funds for the PROGRAM are made available to it and approved by the DEPARTMENT as outlined in the Contract Authorization provided to us by the DEPARTMENT.

The SUBRECIPIENT is eligible for contract costs in the amount of **\$29,921**.

The maximum amount of the AUTHORITY funds to be given the SUBRECIPIENT shall not be increased without a prior written amendment to this Contract. DEPARTMENT funds made available to the AUTHORITY, through legislative appropriation, are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the appropriation, it may necessitate a reduction in the maximum amount of said funds available to the SUBRECIPIENT. In such event, the AUTHORITY reserves the right, without notice, to reduce the maximum obligation of funds for the SUBRECIPIENT by the amount of any reduction by the DEPARTMENT to the AUTHORITY.

SECTION 4. - BUDGET ADJUSTMENTS

Budget adjustments must be requested in writing by the SUBRECIPIENT. Upon receipt of the request, the AUTHORITY shall have thirty-five (35) business days to provide written approval or disapproval of the budget adjustment. If no action is taken within thirty-five (35) working days, the budget adjustment shall be deemed approved. Expenditure of funds in excess of any line-item will not be considered an eligible PROJECT cost. The addition of any new line-item, or any line-item changes which represent a deviation from the PROJECT as described in the APPLICATION, shall require a prior written amendment to this Contract.

SECTION 5. - PROJECT COSTS AND REVENUES

The SUBRECIPIENT shall complete and submit to the AUTHORITY the information required by the DEPARTMENT, on the quarterly reporting form (available online at SMARTbus.org), within ten (10) days after the end of each state of Michigan fiscal year quarter. Failure to provide the quarterly report within thirty (30) days after the end of each state of Michigan fiscal year quarter, may result in a loss of a portion of or all funding. The AUTHORITY reserves the right to withhold payment of PROJECT funds if the SUBRECIPIENT fails to file reports as required in this paragraph.

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended as its cost allocation plans must be submitted to the BUREAU for

approval. Any PROJECT costs in excess of revenues reported on the quarterly reporting form will **not** be eligible under any other state and federal program administered by the AUTHORITY or the DEPARTMENT.

Section 6. - BILLING, PAYMENTS AND QUARTERLY REPORTS

Notwithstanding the provisions set-forth in Section 3 of this Contract, the AUTHORITY shall provide to the SUBRECIPIENT the STATE funds designated for the eligible project costs incurred in performance of this Contract within ten (10) business days of the receipt of said funds from the DEPARTMENT.

The AUTHORITY may appropriately reduce payments if written reports submitted by the SUBRECIPIENT as required under this section indicate that the level of service described in the APPLICATION has been reduced.

Actual reimbursement shall be based on a rate per mile, or one-way passenger trips of SPECIALIZED SERVICES up to the maximum amount provided for herein.

The actual reimbursement method selected by the SUBRECIPIENT is the amount allowed – currently \$4.07 per passenger until September 30, 2022, but subject to change.

Should the per-mile rate method be selected by SUBRECIPIENT, actual reimbursement may be subject to change, per DEPARTMENT and/or BUREAU reimbursement rate modifications.

SECTION 7. - TERMINATION OR SUSPENSION

For any violation of this Contract or legislative change, the AUTHORITY may, by thirty (30) days written notice, suspend any and all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the AUTHORITY may, by thirty (30) days written notice to the SUBRECIPIENT, terminate any and all of the rights and obligations under this Contract.

SECTION 8. - ACCOUNTING RECORDS, AUDITS, AND DOCUMENTATION

(a) Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall maintain books, records, documents, and other accounting records in accordance with generally accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The SUBRECIPIENT shall assure that the records to support the miles traveled and the passengers carried as reported pursuant to Section 6 of this Contract are established and maintained.

(b) Audit

The SUBRECIPIENT shall permit the AUTHORITY and/or the DEPARTMENT or the authorized representatives of the AUTHORITY to audit all data and records relating to the performance of this contract. The SUBRECIPIENT shall retain and allow access to, and require its contractors to retain and allow access to all data and records pertaining to the PROJECT for a period of not less than six (6) years after the final payment by the AUTHORITY pursuant to the Contract.

The period of access, examination, and retention of data and records which relate to litigation or the settlement, of claims arising out of the performance of this Contract, or costs of this Contract as to which exception has been taken by the AUTHORITY or the DEPARTMENT or the authorized representative of the AUTHORITY or the DEPARTMENT, shall continue until such litigation, claims, or exceptions have been disposed of.

(c) Costs Supported by Documentation

PROJECT costs shall be supported by properly executed canceled checks, invoices or vouchers evidencing the nature and propriety of the charges.

(d) Accuracy of Financial Documentation

If a third-party contract is required for rendering of the services herein, then the SUBRECIPIENT is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(e) Revenue Expense Guidelines

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended, determination of PROJECT costs shall be in conformity with the criteria set forth in the DEPARTMENT'S Office of Passenger Transportation's "Local Public Transit Revenue and Expense Manual." All other providers of service shall use the "Specialized Services Manual" (effective October 1, 2015, and any subsequent revisions, amendments and replacements).

SECTION 9. - THIRD-PARTY CONTRACT PROCEDURE

The SUBRECIPIENT shall **not** enter into contracts with third parties for provision of services herein without prior written approval from the AUTHORITY; notice of potential third-party contracts shall be submitted to the AUTHORITY for approval in writing. Approval or denial of said third-party contract will be submitted, in writing, to SUBRECIPIENT by the AUTHORITY. The AUTHORITY shall approve any third-party contracts at its sole discretion.

Approval does not constitute an assumption of liability, a waiver or an estoppel to enforce any of the requirements of this Contract, nor shall any such approval by the AUTHORITY be construed

as a warranty of the third-party's qualifications, professional standards, ability to perform the work being subcontracted, or financial integrity.

SECTION 10 - ACCESS

SUBRECIPIENT agrees to provide, and will require its contractors to provide, access by the AUTHORITY and/or the DEPARTMENT to all technical data, reports, documents and work in progress pertaining to the PROJECT. Copies of technical data and reports shall be provided by the SUBRECIPIENT or its contractors to the AUTHORITY upon request.

SECTION 11. - INDEMNIFICATION

Notwithstanding any other provision in this Agreement, SUBRECIPIENT shall indemnify, defend and save harmless AUTHORITY, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees, occurring or resulting from any act or omission the SUBRECIPIENT or its officers, agents, employees, subcontractors, successors or assigns arising out of and/or pursuant to this Agreement without regard to the negligence of the SUBRECIPIENT.

This agreement is not intended to alter or increase SMART or CONTRACTOR'S liability for tort claims, to other third-parties. Nor is this indemnity provision intended to be a third-party beneficiary contract and therefore it confers no rights or third-party status on anyone other than the parties hereto.

SECTION 12. - ENTIRE AGREEMENT

This Contract, along with any exhibits, addendums, schedules, and amendments hereto, merges and concludes the entire agreement of SUBRECIPIENT and the AUTHORITY. Any previous communications, whether oral or written, are superseded through by this document. The SUBRECIPIENT and AUTHORITY acknowledge, by executing this document that said parties have not relied on any representation, assertion, guarantee, warranty, ancillary contract or other assurance, except those set out in this AGREEMENT. SUBRECIPIENT hereby waives all rights and remedies, at law or in equity, which may arise as the result of said party's reliance on such representation, assertion, guarantee, warranty, ancillary contract or other assurance, provided that no clause herein shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

SECTION 13. - PROHIBITED DISCRIMINATION

The SUBRECIPIENT shall not discriminate against any passenger because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth or sexual orientation in accordance with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", dated August of 1985, which is hereby incorporated by reference.

The SUBRECIPIENT shall not discriminate based upon race, color, creed, national origin, sex, age, disability, height, weight, familial status, marital status, or sexual orientation, in accordance

with Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, Section 303 of the Age Discrimination Act of 1975, Section 202 of the Americans with Disabilities Act of 1990, 49 U.S.C. Section 5332, the Michigan Elliot-Larsen Civil Rights Act, MCLA 37.2101 et seq., and SMART policy.

The SUBRECIPIENT shall comply with FTA Circular C 9070.1G, as may be amended or updated, with respect to all provisions on Civil Rights and discrimination including, but not limited to, Chapter VIII, §9.

The SUBRECIPIENT shall require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Contract is made.

SECTION 14. - MBE/WBE

In accordance with 1980 P.A. 278, MCL 423.321 at seq; MCL 445.901 et seq, the SUBRECIPIENT, in the performance of this Agreement, shall not enter into a Contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the STATE, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The AUTHORITY may void this Contract if the name of the SUBRECIPIENT, or the name of a subcontractor, manufacturer, or supplier utilized by the SUBRECIPIENT in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

SECTION 15. - MISCELLANEOUS PROVISIONS

(a) If any provision of this contract is held invalid, the remainder of this Contract shall not be affected, if any such remainder continues to conform to the provisions and requirements of applicable law.

(b) The SUBRECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this Contract shall require the SUBRECIPIENT to observe, comply, or do any other thing in contravention of any STATE, Local or Federal law.

(c) The SUBRECIPIENT warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of SPECIALIZED SERVICES required to be performed under this Contract. The SUBRECIPIENT further warrants that in the performance of this Contract, no person having any such interest shall be employed.

(d) None of the funds, materials, property, or services obtained by the AUTHORITY or the SUBRECIPIENT under this Contract shall be used for any partisan political activity, or to further the election or defeat of any political activity or candidate for public office.

(e) The SUBRECIPIENT shall not assign any interest in this Contract without the prior written approval of the AUTHORITY, however, that compensation due to the SUBRECIPIENT under

this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to the AUTHORITY in writing. Any such assignment does not relieve the SUBRECIPIENT of its obligations under this Contract.

(f) If the SUBRECIPIENT enters into any contracts with other governmental agencies for the purposes of providing SPECIALIZED SERVICES outside of its jurisdictional boundaries, as defined and provided by law, it shall immediately provide the BUREAU with a copy of any contracts and true copies of any resolutions passed by its governing board which relate to the providing of service under such contracts.

SECTION 16. - TERM OF CONTRACT

Upon execution, this Contract shall cover the period commencing October 1, 2022 and extending through September 30, 2023.

The SUBRECIPIENT agrees to notify the AUTHORITY of any event which may have significant potential impact on PROJECT progress, direction, control or cost.

SECTION 17. - EXECUTION

This Contract shall become binding on the parties hereto upon the execution thereof by the duly authorized official(s) for the SUBRECIPIENT and the AUTHORITY; and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective official(s) of the SUBRECIPIENT, a certified copy of which resolution shall be attached to this Contract.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY OF LIVONIA

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CITY OF LIVONIA

CITY OF LIVONIA

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Suburban Mobility Authority For Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information		
Program Type: Community Partnership Program (CPP) ☒ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☒		
Name of Agency/Community: City of Livonia / Livonia Community Transit		
Address: 33000 Civic Center Dr.		
City: Livonia	State: Michigan	Zip: 48154
Agency/Community Data		
1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year?		Yes ☐ No ☒
2) Does your agency/community employ over fifty (50) transit related employees?		Yes ☐ No ☒
If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:		
Buhl Building 535 Griswold Street, Suite 600 Detroit, MI 48226 Attn: EEO Coordinator		
Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☐ No ☐ N/A ☒		
Testing Program Requirements		
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)		Yes ☒ No ☐
Who is your testing program manager? Doug Moore		Contact Number: (734) 466-2617
Please Proceed to Employment Data Section on Back		

Suburban Mobility Authority For Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data																			
Report all Transit related permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures in the boxes below relating to an employee's race and gender.																			
Job Classification	Total				Race														
					Non Minority		Minority												
	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race						
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Officials/Manager	2		2	2				2											
Professionals																			
Technicians																			
Sales Workers																			
Office and Clerical Staff	3		3			3													
Craftsmen (Skilled)																			
Operators (Semi-Skilled)	16	13	2	1	13	2	1												
Laborers (Unskilled)																			
Service Workers																			
Journey Workers																			
Apprentices																			
Total	21																		
Certification																			

Suburban Mobility Authority For Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

How was this information obtained? Visual Survey: Yes ☒ No ☐ Employment Records: Yes ☐ No ☐		
Name of Authorizing Official(Print): Felicia Cross		Title: Program Supervisor
Signature: <i>Felicia Cross</i>		Date: January 26, 2023
Contact Person for report: same as above		Title:
Telephone: (734) 466-2537	Ext:	Email: fcross@livonia.gov

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

12. REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Works Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2023, through February 29, 2024, includes Cityworks Online, from budgeted funds.

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

Councilmember Bahr asked why the cost is taken equally from Water and Sewer and Refuse accounts.

Doug Moore indicated most of the complaints that come in can be attached to those two areas.

Councilmember McIntyre offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

12.

DPW

January 23, 2023

MEETING DATE

S013023/R021323

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO APPROVE ANNUAL RENEWAL OF SOFTWARE LICENSING AND MAINTENANCE FROM SOLE SOURCE PROVIDER: Public Works Division, re: with Azteca Systems LLC for the DPW work management system for the period of March 1, 2023, through February 29, 2024, includes Cityworks Online, from budgeted funds.

BACKGROUND

Council Resolution #196-17, adopted on June 5, 2017, authorized Azteca Systems (Cityworks) to provide services including licensing and software maintenance for Cityworks Online which provides for the Department of Public Works work management/cost accounting activities.

RECOMMENDATION

The Department of Public Works requests that Council approve the expenditure for the annual renewal of this software maintenance and support in the amount of \$92,382.00 to Azteca Systems LLC, 11075 S. State Street, Suite 24, Sandy, UT 84070. No additional appropriation is necessary as this expenditure is budgeted for in the following accounts:

226-528-851-020 \$46,191.00 Refuse Fund

592-559-851-020 \$46,191.00 Water Fund

Further, that Council hereby authorizes the action herein without competitive bidding in accordance with the provisions set forth in Section 3.04.140.E.3 in the Livonia Code of Ordinances, as amended, for the reason that Azteca Systems LLC is a sole source supplier and no advantage would result from requiring competitive bidding.

FISCAL CONSIDERATION

Budgeted funds are available in the Water Fund, Account 592-559-851-020 (\$46,191.00) and in the Refuse Fund, Account 226-528-851-020 (\$46,191.00) for a total expense of \$92,382.00

ATTACHMENTS

1. CityWorks Invoice 2023-2024

APPROVED BY



Don Rohraff, Director of Public Works

Date: January 20, 2023



Michael Slater, Finance Director

Date: January 21, 2023



Maureen Miller Brosnan, Mayor

Date: January 26, 2023



Azteca Systems, LLC - Cityworks
11075 S State St, Suite 24 | Sandy, UT 84070
801-523-2751 | Fax # 801-523-3734

Quote Number Q-15302-1
Created Date 1/18/2023

Contact Information

Contact Name:	Don Rohraff	Prepared By Name:	Jenn Miya
Customer:	Livonia (MI), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	12973 Farmington Road Livonia, MI 48150	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS ELA Cityworks Online Standard	1.00	USD 82,770.00
Cityworks Online Logins	150.00	USD 0.00
Respond - AMS	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - AMS	1.00	USD 0.00
Storeroom	1.00	USD 0.00
Equipment Checkout	1.00	USD 0.00
Contracts	1.00	USD 0.00
eURL - AMS	1.00	USD 0.00
Web Hooks - AMS	1.00	USD 0.00
Workload - AMS	1.00	USD 0.00
CCTV Interface for PACP	1.00	USD 0.00
Citizen Engagement API	1.00	USD 3,204.00
Inspection API	1.00	USD 3,204.00
Work Order API - Basic	1.00	USD 3,204.00
TOTAL:		USD 92,382.00

Notes

Year 1 Dollar Value	USD 92,382.00	Year 1 Date Range	3/1/2023 - 2/29/2024
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Maintenance Start Date: 3/1/2023 Maintenance End Date: 2/29/2024

Quote Notes:

Price has increased to reflect adjustment from the previous year. This change will take effect on your next annual renewal.

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____/____/____
Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

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

Councilmember McCullough led the Pledge of Allegiance.

13. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE THREE (3) 2023 FORD F250 PICKUP TRUCKS THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID CONSORTIUM: Public Works Division, re: for use by the Roads and Parks Departments, from budgeted funds.

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

Councilmember Morgan offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

13.

DPW

January 23, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE THREE (3) 2023 FORD F250 PICKUP TRUCKS THROUGH THE STATE OF MICHIGAN AND MACOMB COUNTY BID CONSORTIUM: Public Works Division, re: for use by the Roads and Parks Departments, from budgeted funds.

BACKGROUND

Recommendation to purchase three 2023 Ford F250 pickup trucks for use by the Parks and Roads Departments (ID#s 271, 277 and 280) through the State of Michigan Procurement Agreement (071B7700180) and the Macomb County Contract (#21-18) from Lunghamer Ford, (formerly Signature Ford) 1960 E. Main St., Owosso, MI 48867 at a cost of \$50,158.00 each; a total of \$150,474.00. Upfitting of said vehicles will be done through the MiDeal Contract #071B2200263 awarded to Versalift Midwest LLC, 51761 Danview Technology Ct., Shelby Twp., Michigan 48315 at a total cost of \$48,579.00. The total cost for all three vehicles is \$199,053.00.

These purchases will not increase our fleet size. Comparable units will be disposed of through public auction.

RECOMMENDATION

The DPW respectfully requests Council approve the purchase three (3) Ford F250 pickup trucks from Lunghamer Ford for total of \$150,474.00 and approve the upfitting of said vehicles from Versalift Midwest for \$48,579.00 for a total of \$199,053.00 from budgeted funds. Waive the formal bidding process in accordance with Section 3.04.140.E.4 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

FISCAL CONSIDERATION

Sufficient funds are budgeted in account no.401-000-985-010

Lunghamer Ford: \$150,474.00

Versalift Midwest: \$ 48,579.00

TOTAL: \$199,053.00

ATTACHMENTS

1. 2023 F250 - 271 - 277 - 280 Quotes

APPROVED BY



Don Rohraff, Director of Public Works

Date: January 24, 2023



Michael Slater, Finance Director

Date: January 24, 2023



Maureen Miller Brosnan, Mayor

Date: January 26, 2023

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

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

January 19, 2023

Purchase of Three 2023 Ford F250 Pickup Trucks to be used by both the Parks and Roads sections of the DPW. The City Identification numbers will be #271, #277, and #280.

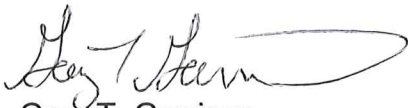
The Roads Section is requesting to purchase three 2023 Ford F-250, Super Cab 4X4 pickup trucks with 8' beds, at a cost of \$50,158.00 each, from Lunghamer Ford, 1960 E. Main St. Owosso, MI. 48867. The total for all three trucks will be \$150,474.00 This purchase will be made through the State of Michigan Department of Vehicle Procurement contract number 071B7700180 and Macomb County Contract # 21-18 Bid.

I recommend that we use Versalift Midwest LLC, 51761 Danview Technology Ct., Shelby Twp., Michigan 48315, to upfit these trucks. The cost of the upfitting is set through the MI-Deal Contract #071B2200263. The upfitting will be slightly different for each truck based on the work the truck will be assigned. Some of the similar upfitting components will include a Boss 9' 2" Power-V DXT Stainless Steel Plow, Safety Strobe Lighting, safety grip strut running boards, back up alarms, and anti-slip spray in bed liners. The total cost of the upfitting for all three trucks will be \$48,579.00.

The completed cost of all three trucks including the upfitting and delivery to us will be \$199,053.00.

If this purchase is approved, it will not increase the size of our fleet. These trucks will be replacing three pickup trucks that have exceeded their reliable useful life. Those trucks will be disposed of through means of a public auction.

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


Gary T. Garrison
Fleet Manager



October 11, 2022

City of Livonia DPW
Attn: Gary Garrison
12973 Farmington Road
Livonia, MI 48150

Dear Gary Garrison:

Price on 2023 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(3) 2023 Ford F250 Super Cab 4x4 Pickup 8' Box in White	\$50,158.00 ea
Total Delivered Price	\$150,474.00

*** Unit #271, 277, 280**

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

Order Cutoff Date: DRAFT November 10th, 2022.

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

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

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

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

DRAFT PRICING COLORS AND OPTIONS MAY CHANGE

2023 F-250 Reg. Cab, SuperCab, Crew Cab Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)
- Electronic-Shift-On-the-Fly (ESOF) (4x4 only)
- Engine 6.2L 2 Valve Gas SOHC EFT NA V8 (Flex-Fuel)
- Transmission TorqShift®-G six-speed automatic w/SelectShift®
- Fuel Tanks
 - 29 Gallon (Diesel Engine) – 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) – 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) – NA 176" Wheelbase
 - 48 Gallon (Gas Engine) – 176" Wheelbase
 - 48 Gallon (Diesel Engine) – 176" Wheelbase

EXTERIOR

- Bumpers – front & rear, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Front License Plate Bracket
- Fender vents – front
- Front License Plate Bracket
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
 - 2-Ton mechanical
- Lamps – pickup box and cargo area
- Manual Locking Hubs (4x4)
- Moldings – tailgate and box-rail
- Pickup box – partitionable & stackable
- Spare tire, wheel, lock & frame mounted carrier
- Splash Guards/Mud Flaps – Front (F-450 only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tow hooks – front, two (2)
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
 - 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Manual Locking Hubs (4x4)
 - Spare tire, wheel, lock & carrier
- Windshield wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
 - Door-trim – armrest/grab handle & reflector
 - Floor covering – Black, full length vinyl
 - Headliner – color-coordinated cloth
 - Hood release
 - Horn – dual electric
 - Instrument panel – color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
 - Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
 - Mirror – rearview 11.5" day/night
 - Outside Temperature Display
 - Overhead console w/dual storage bins and map lights (NA Regular Cab)
 - Powerpoint – auxiliary two (2) in instrument panel
 - Scuff plates – front, color-coordinated
 - Seats – Front, HD vinyl, 40/20/40 split bench with center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
 - Steering – power

- Steering damper
- Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
 - Belt-Minder® (front safety belt reminder)
 - chime & flashing warning light on I/P if belts not buckled
 - Center High-mounted Stop Lamp (CHMSL)
 - Child tethers (Regular Cab, front-passenger and all rear-seating positions)
 - Driver and passenger frontal airbag; passenger side deactivation Switch
 - Headlamps – Quad beam jewel effect halogen
 - Individual Tire Pressure Monitoring System (TPMS)
 - Mirrors – manually telescoping two-way fold trailer tow with manual glass
 - Rear View Camera
 - Safety belts – w/height adjustment D-ring
 - Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
 - SecuriLock® Passive Anti-Theft System (PATS); includes MyKey® owner controls feature
 - SOS Post-Crash Alert System™
 - Stationary Elevated Idle Control (SEIC)
 - Safety Canopy® System (incl. side-curtain airbags)
 - SecuriLock® Passive Anti-Theft System; includes MyKey® owner controls feature (PATS)
 - SOS Post-Crash Alert System™
 - Stationary Elevated Idle Control

DRIVER ASSIST

- AutoLamp (Auto On/Off Headlamps)
- Hill Start Assist

FUNCTIONAL

- Alternator 200 Amp
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4
 - Rear – Non-Limited-Slip
- Audio – AM/FM stereo/MP3 Player (four (4))
- Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Diesel engine – 750-CCA, 78-AH, dual
- FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices
 - Remotely start, lock and unlock vehicle2
 - Schedule specific times to remotely start vehicle
 - Locate parked vehicle
 - Check vehicle status
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front
- Rear axle
 - Non-Limited-Slip
- SYNC®
 - Enhanced Voice Recognition Communication and Entertainment System
 - 911 Assist®
 - 4.2" LCD Center Stack screen
 - AppLink®

9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR

[] Base Price 4x2 (F2A/600a), (T.4)	\$43,478.00
[] Base Price 4x4 (F2B/600a), (T.6)	\$45,965.00

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR

[] Base Price 4x2 (X2A/600a)	\$45,565.00
[] Base Price 4x4 (X2B/600a), (T.7)	\$48,097.00

10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR

[] Base Price 4x2 (X2A/600a), (T.5)	\$45,746.00
[X] Base Price 4x4 (X2B/600a), (T.8)	\$48,278.00

10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR

[] Base Price 4x2 (W2A/600a)	\$46,684.00
[] Base Price 4x4 (W2B/600a)	\$49,211.00

10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR

[] Base Price 4x2 (W2A/600a)	\$46,864.00
[] Base Price 4x4 (W2B/600a)	\$49,400.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&Super/Crewcab</u>
[] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	10,495.00
[] 7.3L 2V DECVT NA PFI V8 Gas/TorqShift 10-Spd Auto.	99N/44G	2,045.00
[] CNG/LPG Fuel Capable Engine (w/ 6.2L only)	98F	315.00
[] Engine Block Heater	41H	100.00
[] Rapid-Heat Supplemental Cab Heater (6.7L Diesel Only)	41A	250.00
[] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00
[] Seat, Vinyl High Back Buckets (Regular Cab only)	LS	355.00
[] Seats, Cloth High Back Buckets	4S	515.00/615.00
[] Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00
[] Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW)	TCD	455.00
[] CNG/LPG Prep Fuel Capable Engine	98F	315.00
[] Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T	250.00
[] Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R	250.00
[X] Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K	915.00/1125.00cc
[] Powercode Remote Start System (Req. Power Equip. Grp 90L)	76S	250.00
[] Privacy Glass with Heated Backlight/Rear Window Defrost	43B/924	90.00
(Requires Power Equipment 90L/54K)		
[] Dual Alternators, Diesel only (total of 377 amps)	67B	115.00
[] Alternator 240 amp (6.2L Gas Only)	67E	85.00
[] Alternator 397 amp w/Dual Batteries (78 Amp.) (7.3L Gas Only)	67B/86M	325.00
[] Alternator 397 amp (6.7L Diesel Only)	67B	115.00
[] Dual Batteries (78 Amp.) (Gas Engines Only)	86M	210.00
[] 110V/400W Outlet (Includes 240 Amp Alternator 67E)	43C/67E	260.00
[X] Keys Extra (Regular) \$75.00 x 2 =	Sig	150.00
[] Keys Extra (With Power Group) \$220.00 x ___ =	Sig	220.00 ea
[X] Trailer Brake Controller	52B	270.00
[] Transmission Power Take-Off Provision (Diesel Only)	62R	280.00
[] Cab Steps Molded Black	18B	320.00/445.00

[]	Reverse Vehicle Aid Sensor	76R	245.00
[]	Roof Clearance Lights	592	80.00
[]	Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
[]	Speed Control	525	235.00
[X]	Upfitter Switches (6) located in overhead console)	66S	165.00
[]	Upfitter Interface Module	18A	295.00
[]	9900 GVWR Package	68D	100.00
[]	4x4 Off-Road Pkg (Incl. Skid Plates, E-Locking Axle & AT Tires)	17X/X3E/TBM	950.00
[X]	Snow Plow Prep Package(N/A with 67H)	473	250.00
[]	Camper Package	471	160.00
[]	Snow Plow/Camper Package	47B	305.00
[]	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
[]	XL Decor Group (Chrome front and rear step bumper, Bright chrome hub covers and center ornaments)	17F	220.00
[]	XL Value Pkg (Chrome front and rear step bumper, Bright Chrome Hub Covers and Center Ornaments & Cruise Control)	96V	395.00
[]	Fleet Drivers Assistance Package (Power Equipment Group, BLIS® (Blind Spot Information System) w/Cross-Traffic Alert And Trailer Tow (BLIS sensor in taillamp), Lane-Keeping Alert, Pre-Collision Assist with Automatic Emergency Braking (AEB) And Forward Collision Warning	96F/90L	1910.00
[]	STX APPEARANCE PACKAGE (AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab), Bright Chrome Grille, Bright Hub Covers, Chrome Front and Rear Step Bumpers, Cruise Control, STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648), and LT275/65Rx18E BSW A/S (TCH) (4x2)/LT275/65Rx18E OWL A/T (TDU) (4x4)	17S	2155.00
[]	Pickup Box Delete (8' box only)(Not Available w/7.3L V8)	66D	(465.00)
[]	Rearview Camera Prep Kit for Box Delete (Includes Cab Wiring, Frame Wiring to the rear most cross member, and Video Display	872	415.00
[]	Heavy Service Package for Pickup Box Delete Only	63R	125.00
[]	Spare Tire & Rim (for Box delete only)	512	295.00
[]	Axle, Electronic Locking	X3_	390.00
[]	Daytime running Lights	942	45.00
[]	Skid Plate Package	41P	100.00
[]	Box Link Cleats	66B	75.00
[]	Drop in Plastic Bedliner	85L	350.00
[]	Tough Bed(Spray-in-bedliner)	85S	595.00
[]	Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
[X]	Splash Guards/Mud Flaps	61S/62S	130.00
[]	Wheel Well Liner (Front)	61L	180.00
[]	Wheel Well Liner Front and Rear	61N	325.00
[]	Exterior Backup Alarm	76C	140.00
[]	LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
[]	360-Degree Dual Beacon LED Warning Strobes-Amber	91S	675.00
Total Price \$50,158.00 ea			

Colors for F-250

<u>Exterior Colors</u>		<u>Interior Steel (Grey)</u>
Race Red	[PQ]	[]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[]
Oxford White	[Z1]	[X]
Carbonized Gray Metallic	[M7]	[]
Stone Gray	[D1]	[]
Atlas Blue Metallic	[B3]	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J35274

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

12/12/22: Quote Date
01/11/23: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

TRUCK #277

MI-DEAL CONTRACT #071B2200263
FURNISH AND INSTALL

- 1) BOSS SNOWPLOW MODEL 9'2" DVXT STAINLESS STEEL POWER-V BLADE
 - PLOW WIDTH 110" STRAIGHT
 - PLOW WIDTH AT 30 DEGREE ANGLE 95"
 - PLOW WIDTH (V) 99"
 - PLOW WIDTH (SCOOP) 92"
 - MOLDBOARD HEIGHT 30" AT CENTER AND 38" AT ENDS
 - 11 GAUGE MOLDBOARD
 - SIX (8) VERTICAL RIBS, TWO (2) DIAGONAL RIBS
 - FOUR (4) TRIP SPRINGS
 - 1-1/2"X 10" ANGLE CYLINDERS
 - 2"X 1-1/8"X 10" LIFT CYLINDER
 - 1/2" X 6" CUTTING EDGE WITH INTEGRAL CURB GUARDS
 - SMARTHITCH 2 SYSTEM
 - PLOW WEIGHT COMPLETE 842 LBS
 - SMARTLIGHTS WITH DUAL HALOGEN BULBS & AMBER TURN SIGNALS
 - SMART TOUCH V-BLADE HAND HELD CONTROL
 - SMARTLOCKING CYLINDERS
 - RUBBER SNOW FLAP

INSTALLED.....\$ 10,162.00 MUNI

- 1) PROTECH ALUMINUM CAB PROTECTOR
 - ALUMINUM MESH WINDOW
 - WITH LIGHT BRACKET
 - TOOLBOX BRACKET
- ***-EXTRA BOLT IN FRONT RAIL

INSTALLED.....\$ 695.00

- 1) MUNICIPAL STROBE PACKAGE
 - LED LIGHT BAR STAR MODEL 8891049 LED MOUNTED ON CAB PROTECTOR CENTERED
 - FRONT GRILL MOUNT LED STROBE MOUNTING LOCATION TBD

*** CONTINUED NEXT PAGE ***



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Shelby Twp, MI 48315
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Q U O T A T I O N
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Quote No. J35274

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 2

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

12/12/22: Quote Date
01/11/23: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

(SEND PICTURES BEFORE MOUNTING)
MODEL #EMPC2SMS4 AMBER/GREEN

- FRONT AND REAR WIG WAGS
- 2 PIECE STAR ARROW STICK MODEL #TD93DLXTARO-S MOUNTED TO BACK RACK
- REAR HIDE-A-WAY FLASHERS MOUNTED IN REVERSE LENS
PART #8891327

ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

INSTALLED..... \$ 2,399.00

- 1) LUVERNE 7" GRIP STRUT RUNNING BOARDS FOR F250 EXT CAB

INSTALLED.....\$ 659.00

- 1) MTEC SPRAY IN LINER
- UNDER RAIL
 - LOAD SPACE IN 8' PICK UP BOX INCLUDES TAILGATE

INSTALLED..... \$ 549.00

- 1) BACK UP ALARM
- SEVEN WIRE ROUND TRAILER PLUG

ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

INSTALLED..... \$ 75.00

- 1) THIEMAN TOPLIFTER MODEL TT-15ET LIFTGATE FOR PICKUP TRUCKS
- 1,500LB CAPACITY
- ***-56" X 44"+6 ALUMINUM PLATFORM TWO PIECE
- ELECTRIC W/ TOGGLE SWITCH CONTROL
 - 150 AMP CIRCUIT BREAKER
 - DIRECT DUAL CYLINDER LIFT
 - FULLY ENCLOSED POWER UNIT AND CYLINDER
 - 5,000LB TOW RATED BUMPER

*** CONTINUED NEXT PAGE ***



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Shelby Twp, MI 48315
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Q U O T A T I O N
=====
Quote No. J35274

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 3

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

12/12/22: Quote Date
01/11/23: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

-FOR BED HEIGHTS RANGING 30"-45"
***-IN CAB SHUT OFF SWITCH

INSTALLED.....\$ 4,599.00

1) ALUMINUM SINGLE LID STYLE TOOL BOX
-9 3/8" DEEP X 19 1/4" WIDE X 72" LONG

INSTALLED.....\$ 529.00

TOTAL ABOVE.....\$ 19,667.00

THANK YOU,

CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER_____DATE_____TRUCK INFO:_____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. J35216

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

11/07/22: Quote Date
12/07/22: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

TRUCK #280

MI-DEAL CONTRACT #071B2200263
FURNISH AND INSTALL

- 1) BOSS SNOWPLOW MODEL 9'2" DVXT STAINLESS STEEL POWER-V BLADE
 - PLOW WIDTH 110" STRAIGHT
 - PLOW WIDTH AT 30 DEGREE ANGLE 95"
 - PLOW WIDTH (V) 99"
 - PLOW WIDTH (SCOOP) 92"
 - MOLDBOARD HEIGHT 30" AT CENTER AND 38" AT ENDS
 - 11 GAUGE MOLDBOARD
 - SIX (8) VERTICAL RIBS, TWO (2) DIAGONAL RIBS
 - FOUR (4) TRIP SPRINGS
 - 1-1/2"X 10" ANGLE CYLINDERS
 - 2"X 1-1/8"X 10" LIFT CYLINDER
 - 1/2" X 6" CUTTING EDGE WITH INTEGRAL CURB GUARDS
 - SMARTHITCH 2 SYSTEM
 - PLOW WEIGHT COMPLETE 842 LBS
 - SMARTLIGHTS WITH DUAL HALOGEN BULBS & AMBER TURN SIGNALS
 - SMART TOUCH V-BLADE HAND HELD CONTROL
 - SMARTLOCKING CYLINDERS
 - RUBBER SNOW FLAP

INSTALLED.....\$ 10,162.00 MUNI

- 1) LUVERNE 7" GRIP STRUT RUNNING BOARDS FOR F250 EXT CAB

INSTALLED.....\$ 659.00

- 1) MUNICIPAL STROBE PACKAGE
 - LED LIGHT BAR STAR MODEL 8891049 LED MOUNTED ON CAB PROTECTOR CENTERED
 - FRONT GRILL MOUNT LED STROBE MOUNTING LOCATION TBD
(SEND PICTURES BEFORE MOUNTING)
 - MODEL #EMPC2SMS4 AMBER/GREEN

*** CONTINUED NEXT PAGE ***



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J35216

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 2

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

11/07/22: Quote Date
12/07/22: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

-FRONT AND REAR WIG WAGS
-2 PIECE STAR ARROW STICK MODEL #TD93DLXTARO-S MOUNTED TO BACK RACK

-REAR HIDE-A-WAY FLASHERS MOUNTED IN REVERSE LENS
PART #8891327

ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

INSTALLED..... \$ 2,399.00

1) MTEC SPRAY IN LINER
-UNDER RAIL
-LOAD SPACE IN 8' PICK UP BOX INCLUDES TAILGATE

INSTALLED..... \$ 549.00

1) BACK UP ALARM
SEVEN WIRE ROUND TRAILER PLUG

ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

INSTALLED..... \$ 75.00

TOTAL ABOVE.....\$ 13,844.00

THANK YOU,

CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.



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Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. J35215

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

11/07/22: Quote Date
12/07/22: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

TRUCK #271

MI-DEAL CONTRACT #071B2200263
FURNISH AND INSTALL

- 1) BOSS SNOWPLOW MODEL 9'2" DVXT STAINLESS STEEL POWER-V BLADE
 - PLOW WIDTH 110" STRAIGHT
 - PLOW WIDTH AT 30 DEGREE ANGLE 95"
 - PLOW WIDTH (V) 99"
 - PLOW WIDTH (SCOOP) 92"
 - MOLDBOARD HEIGHT 30" AT CENTER AND 38" AT ENDS
 - 11 GAUGE MOLDBOARD
 - SIX (8) VERTICAL RIBS, TWO (2) DIAGONAL RIBS
 - FOUR (4) TRIP SPRINGS
 - 1-1/2"X 10" ANGLE CYLINDERS
 - 2"X 1-1/8"X 10" LIFT CYLINDER
 - 1/2" X 6" CUTTING EDGE WITH INTEGRAL CURB GUARDS
 - SMARTHITCH 2 SYSTEM
 - PLOW WEIGHT COMPLETE 842 LBS
 - SMARTLIGHTS WITH DUAL HALOGEN BULBS & AMBER TURN SIGNALS
 - SMART TOUCH V-BLADE HAND HELD CONTROL
 - SMARTLOCKING CYLINDERS
 - RUBBER SNOW FLAP

INSTALLED.....\$ 10,162.00 MUNI

- 1) PROTECH ALUMINUM CAB PROTECTOR
 - ALUMINUM MESH WINDOW
 - WITH LIGHT BRACKET
 - TOOLBOX BRACKET
- ***-EXTRA BOLT IN FRONT RAIL

INSTALLED.....\$ 695.00

- 1) LUVERNE 7" GRIP STRUT RUNNING BOARDS FOR F250 EXT CAB

INSTALLED.....\$ 659.00

*** CONTINUED NEXT PAGE ***



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====
Quote No. J35215

STATE REG NO: F151568
DEALER LICENSE NUMBER: B6542

Page 2

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

11/07/22: Quote Date
12/07/22: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

1) MUNICIPAL STROBE PACKAGE

-LED LIGHT BAR STAR MODEL 8891049 LED MOUNTED ON CAB PROTECTOR CENTERED

-FRONT GRILL MOUNT LED STROBE MOUNTING LOCATION TBD

(SEND PICTURES BEFORE MOUNTING)

MODEL #EMPC2SMS4 AMBER/GREEN

-FRONT AND REAR WIG WAGS

-2 PIECE STAR ARROW STICK MODEL #TD93DLXTARO-S MOUNTED TO BACK RACK

-REAR HIDE-A-WAY FLASHERS MOUNTED IN REVERSE LENS

PART #8891327

ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

INSTALLED..... \$ 2,399.00

1) MTEC SPRAY IN LINER

-UNDER RAIL

-LOAD SPACE IN 8' PICK UP BOX INCLUDES TAILGATE

INSTALLED..... \$ 549.00

1) BACK UP ALARM

SEVEN WIRE ROUND TRAILER PLUG

ALL CONNECTIONS SOLDERED, BUTT CONNECTED AND HEAT SHRINKED

INSTALLED..... \$ 75.00

1) ALUMINUM SINGLE LID STYLE TOOL BOX

-9 3/8" DEEP X 19 1/4" WIDE X 72" LONG

INSTALLED..... \$ 529.00

TOTAL ABOVE.....\$ 15,068.00

*** CONTINUED NEXT PAGE ***



VERSALIFT MIDWEST, LLC
51761 Danview Technology Ct.
Shelby Twp, MI 48315
Ph: (586) 991-0054
Fx: (586) 991-0074

Q U O T A T I O N
=====

Quote No. J35215

STATE REG NO: F151568

DEALER LICENSE NUMBER: B6542

Page 3

Customer: 1552
CITY OF LIVONIA
PUBLIC SER-EQUIP MAINT.
13405 SURREY
LIVONIA MI 48150

11/07/22: Quote Date
12/07/22: Expire Date
N30: Terms
: Delivery

Contact: GARY

Phone: 734-466-2641

Fax: 734-466-2662

THANK YOU,

CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER _____ DATE _____ TRUCK INFO: _____

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

14. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE TWO (2) TRAILER MOUNTED LEAF VACUUMS THROUGH THE MI DEAL STATE BID PROCESS: Public Works Division, re: to replace two current units, from budgeted funds.

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

Councilmember McCullough offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

14.

DPW
January 23, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE TWO (2) TRAILER MOUNTED LEAF VACUUMS THROUGH THE MI DEAL STATE BID PROCESS: Public Works Division, re: to replace two current units, from budgeted funds.

BACKGROUND

These two units will replace two current units whose repair cost and dependability exceeds the value of the units and will be disposed of through public auction.. The purchase will be made through the MI Deal contract bid process (Contract Agreement No. 0-71B7700091), an extended purchasing program made available to local governments through the State of Michigan, which meets the Finance ordinance. The State bid this year was awarded to Bell Equipment, 78 Northpointe Dr., Lake Orion, MI 48359.

RECOMMENDATION

Recommendation to purchase two Trailer Mounted Leaf Vacuums, at \$70,092.50 each; for a total of \$140,185.00. Waive the formal bidding process in accordance with Section 3.04.140.E.4 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

FISCAL CONSIDERATION

Sufficient funds are budgeted in account no. 226-528-987-000 = \$140,185.00.

ATTACHMENTS

1. Leaf Vacs 2023 - 180 - 184 - Roads

APPROVED BY

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

Date: January 23, 2023

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



Date: January 24, 2023

Don Rohraff, Director of Public Works



Date: January 24, 2023

Michael Slater, Finance Director



Date: January 26, 2023

Maureen Miller Brosnan, Mayor

DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION
FLEET MAINTENANCE

GARY T. GARRISON
FLEET MANAGER



JAMES (BUZZ) KIRBY
FLEET SUPERVISOR

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

December 17, 2022

**Purchase of Two Trailer Mounted Leaf Vacuums to be used by the Roads Department.
The City Identifications Numbers will be #180 and #184.**

I am recommending the purchase of two Titan Pro leaf machines from Bell Equipment, 78 Northpointe Drive, Lake Orion, Michigan 48359. The cost per unit will be \$70,092.50.00 and the total for both is \$140,185.00. This purchase will be made through MI-Deal contract #071B7700091. Use of this contract meets our Finance Department's required bidding process and allows us to get the best buying discounts.

These funds will come from approved budgeted funds in account 226-528-987-000. If this purchase is approved, these two units will be replacing two of our current units whose repair cost, and dependability exceeds the value of the units. With such a small and defined season, we must have reliable equipment to meet the needs of our residents.

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

A handwritten signature in black ink, appearing to read "Gary T. Garrison".

Gary T. Garrison
Fleet Manager

Date: December 14, 2022

Quote prepared for: Mr. Gary Garrison

City of Livonia
 12973 Farmington Road
 Livonia, MI 48154

Quote

Qty	Description	Your Price (each)	Total
1	Titan Leaf Pro Tow Behind Leaf Machine		\$67,096.00
	74 HP Kubota diesel engine, dual safety interlock system on nozzle and belt		
	Fire extinguisher, wheel chocks, 50-gallon round fuel tank, wheel chocks		
	Right side collection nozzle, manual parking jack, DOT, LED lighting		
	7,000# capacity axle with electric brakes, ST325/80R16 load range E tires		
	30" Diameter fan, 16" discharge nozzle, 12-volt battery supported electrical		
	5VX Belt drive, 7 pin round trailer plug in lieu of flat plug, magnetic pre-screens		
	All other standard features, (12) Month warranty from in-service start date		
1	Spare Tire		\$560.00
1	Clean-out Door		\$656.00
1	Complete Filter Kit		\$215.78
1	Mi-Deal Discount		-\$685.28
1	Set-up Fees		\$750.00
1	Inbound & Outbound Rights		\$1,500.00
	TOTAL PURCHASE PRICE PER UNIT		\$70,092.50
	NOTE: IN ORDER TO RECEIVE UNITS FOR FALL OF 2023 THEY		
	SHOULD BE ORDERED WITHIN (30-45) DAYS OF TODAY'S DATE.		

Delivery:
 F.O.B.

If you wish to proceed with the quote provided, please sign and return.

Authorized Signature: _____

*Thank you for considering **Bell Equipment Company** for your equipment needs.*

Clark R. Bushman, Vice President/Sales

Cell: 248-705-1353

Prices are as of this date. Buyer should confirm pricing after 30 days.

TITAN LEAF PRO

EQUIPMENT FEATURES:

- Dual safety interlock system on intake nozzle & belt guard
- Manual jack, fire extinguisher, wheel chocks
- 5 - belt drive system with 30" balanced fan
- DOT compliant lighting, markings, and yellow flashers
- 74 hp diesel-powered, liquid cooled engine
- 12 volt battery with electrical system
- 16" diameter discharge nozzle
- 7,000 lb axle with electric trailer brakes
- 50 gallon fuel tank
- 16" overhead supported clear collection hose



Titan LEAFTM
PRO

HGACBuy

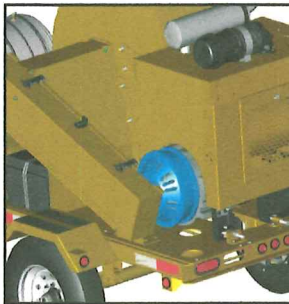


SPECIFICATIONS

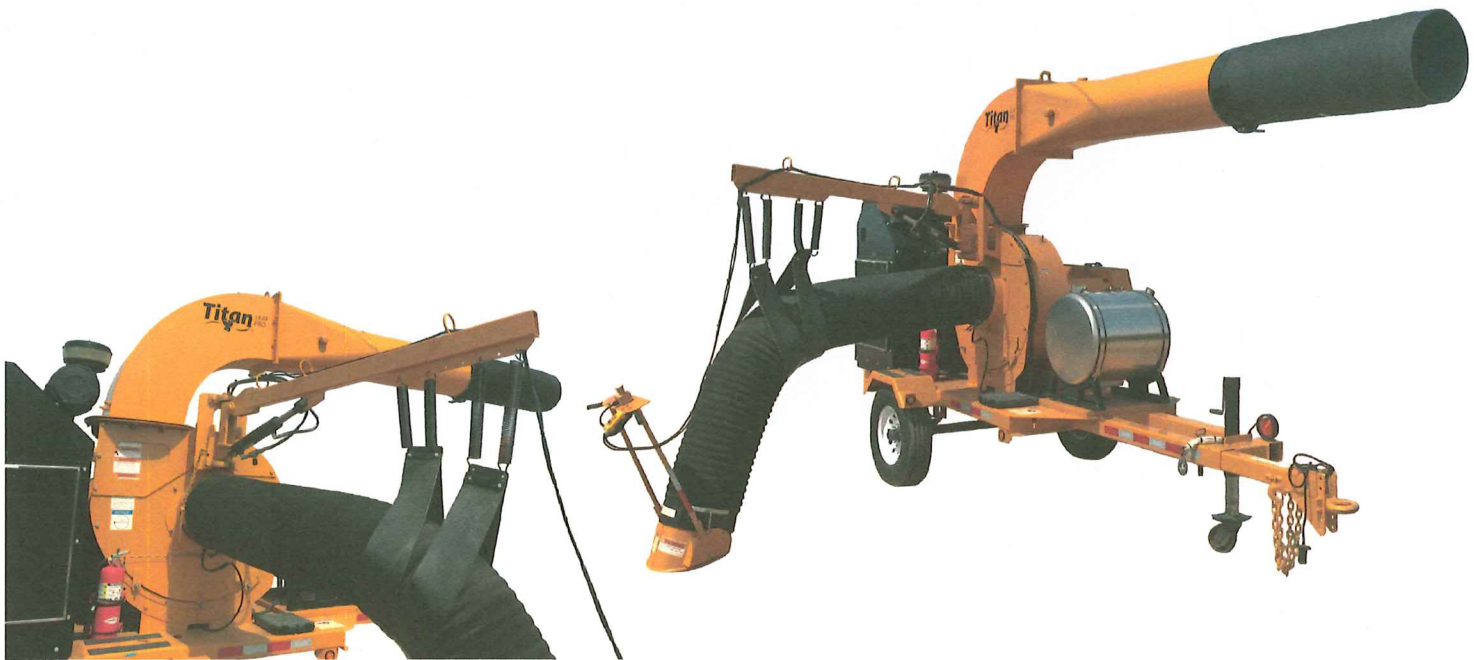
Weight, Base Model	5,900 lbs
Fuel Tank, Aluminum	50 U.S. Gallons
Engine	74 hp Tier 4, liquid-cooled diesel-powered engine
Collection Nozzles	Right-side
Parking Jack	Manual
Battery	12 volt, 1190 amp; 950 CCA
Axle	7,000 lb with electric brakes
Tires	ST235/80R16, load range E
Fan	30" diameter
Belts (five)	5VX

OPTIONS

- 1 100 gallon dust control system
- 2 Directional light bar
- 3 Strobe lights
- 4 32" diameter fan
- 5 Camera system
- 6 Trans-fluid coupler in lieu of standard clutch
- 7 Manual swivel discharge nozzle
- 8 Left side collection nozzle
- 9 Spare tire
- 10 Hydraulic jack with swivel caster wheel



The Titan Leaf Pro is a great option if you have a small team and vehicle already fitted with a leaf cap. Efficient and easy to use, this machine will make quick work of any cleanup job.



Titan[™] LEAF[™] SOLUTIONS

www.titanleafsolutions.com • (800) 851-9664
info@bonnell.com • 1335 Franklin Grove Rd. Dixon, IL 61021



AUTHORIZED DEALER:

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

15.REQUEST FOR AUTHORIZATION TO PURCHASE CAPITAL PLANNING SOFTWARE LICENSING AND MAINTENANCE THROUGH THE SOURCEWELL PURCHASING AGREEMENT: Department of Public Works, re: for strategic capital planning of building facility improvement projects, from budgeted funds.

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

Councilmember McCullough offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

15.

DPW

January 31, 2023

MEETING DATE

S021323/R022723

PREPARED BY

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

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE CAPITAL PLANNING SOFTWARE LICENSING AND MAINTENANCE THROUGH THE SOURCEWELL PURCHASING AGREEMENT: Department of Public Works, re: for strategic capital planning of building facility improvement projects, from budgeted funds.

BACKGROUND

Through the process of Facility Condition Assessment conducted by the Department of Public Works and Plante Moran Cresa that included almost 400,000 square feet of building space, we recognized the need for a comprehensive facility asset management and capital planning software. Our building portfolio is quite aged and we have a significant need to improve our methods for evaluation of facility needs and priorities, which can be accomplished through the practice of strategic asset management. The goal is to develop actionable, long-term capital investment plans for our facilities that consider condition assessments (completed by Plante Moran Cresa), financial resources, life-cycle cost models, and operational perspectives. Building portfolios will be created and a multi-year capital plan developed using the Gordian software. Gordian's proposal includes a core system assessment of our building models, data migration onto the Gordian cloud, and the first year subscription to the Gordian software. Pricing is offered in accordance with Gordian's Sourcwell contract #020421-GGI, which includes a 10% discount rate.

RECOMMENDATION

Approve the expenditure for the data migration, development of building models, software licensing and maintenance of the facility asset management software in the amount of \$31,320 and authorize payment to Sightlines LLC, 405 Church Street, Guilford, CT 06437.

Authorize the purchase without competitive bidding inasmuch as the same is being purchased through the Sourcwell contract (#020421-GGI); and such action is taken in accordance with the provisions set forth in Section 3.04.140.E.4 of the Livonia Code of Ordinances, as amended.

FISCAL CONSIDERATION

Budgeted funds are available in account no. 401-000-986-010.

ATTACHMENTS

1. Gordian Proposal to City of Livonia_v3_16DEC2022

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 01, 2023



Michael Slater, Finance Director

Date: February 02, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023



Executive Summary

ΦΚΣ LJdzNLJ2āS 2T úKlā R2ŌdzYŠyú lā ú2 LJdzú T2NÚK I- LJN2LJ2āI-f T2N Ō2yúlydzŠR ŠŌI-fdzI-úaly2T / lúè 2T [lŌ2yAlI-Ōā FI-ŌlŌlúè yŠŠRā I-yR FlayI-yŌlI-f lyŌŠāúYŠyú LJN2LJ2āI-f ūKlN2dzEK 2dzN **Strategic Capital Planning** āŠNŌlŌŠΦ ΦΚΣ 32I-f 2T úKlā āŠNŌlŌŠ lā ú2 32 ōŠē2yR ūKŠ ūNlI-RlūalyI-f FI-ŌlŌlūSā Ō2yRlūalyI-f āāŠāYŠyú ōC / ! ū I-yR KŠfLJ ūKŠ / lúè RŠŌŠf2LJ I-yI-ŌlūalyI-ŌfS f2y3πúŠNŸ ŌI-LJlūI-f LJfI-y'úKI-I-ú I-flayā ōlúK āúNlI-úS3lŌ ŌlāalyI-yR FlayI-yŌlI-f NŠI-flūlSā ú2 ŠyādzNŠ ŠI-ŌK R2ffI-N lā I-ff2ŌI-úŠR ú2 ūKŠ KlEKŠāú LJN2LJ2āI-f

h2N ō2NŸ ōlúK KdzyRlNŠRā 2T 2N3I-yAlI-úalyā I-ŌN2āā b2NÚK ! YŠNŌŌI- I-yŸdzI-ffē 3lŌSā dzā dzyLJlI-NlI-ffŠfŠR LJŠNāLJŠŌlŌS 2yFI-ŌlŌlūSā āúŠŌI-NŸRāKlLJ āúNlI-úS3lŌSā lū lā úKlā LJŠNāLJŠŌlŌS ūKI-I-ú I-ff2Ōā dzā ú2 2NŸyŌē āúI-úŠ **capital planning is more than just a project list.** wI-úKŠN ūKI-y'ālyLJfē ōLJlŌŸly3 LJN2SŌŌāē 2N2Y ūSŌKyŌŌI-f Ō2yRlūalyI-Rl-úI-2 ōŠ ōlff KŠfLJ è2dz ŌNŠI-úŠ I- YdzfūlŌēŠI-N lyŌŠāúYŠyú LJfI-y'úKI-I-ú I-flayā FI-ŌlŌlūSā I-yR āúNlI-úS3lŌ LJN2LJ2āI-f I-yR Šy3I-3Sā RŠŌlāalyI-yI-lŠNā lyI- Ō2yŌŠNāI-úalyI-Ō2dzú ŌlāalyI-yR FlayI-yŌlI-f NŠI-flūlSāΦ

. è ūI-lŸy3 I- RlŸŸŠNŠyúS Y2NŠ āúNlI-úS3lŌ I-yR LJ2NŸf2fl2πŌI-āŠR I-LJLJN2I-ŌK ú2 YI-yI-3ly3 è2dzN ŌI-LJlūI-f yŠŠRāS **Strategic Capital Planning** lā ūKŠ Ō2YlNŠKŠyāŌS ā2fduālyyè2dz yŠŠR ú2 YI-lŠ è2dzN FI-ŌlŌlūSā NŠyŠŌI-f Y2NŠ YI-yI-3Sf-ŌfS I-yR I-flayLJN2SŌŌ ūŠfSŌlūaly ōlúK āúNlI-úS3lŌ 32I-fā ú2 I-ŌKlŠŌS 2LJlūYI-f lyŌŠāúYŠyú 2dzúŌ2YŠāΦ

ΦKlā LJN2LJ2āI-f 2dzúflŸSā lyY2NŠ RŠúI-lē K2Ō ōŠ ōlff KŠfLJ è2dz 2dzN LJN2ŌSāā I-yR ūKŠ RŠLJúK 2T 2dzN LJlI-NŸyŠNāKlLJ ōlúK è2dz / 2āú ŌNŠI-lŸ2ŌylyŌfduRŠRŠ I-f2y3 ōlúK I- mŸŸā RlāŌ2dzyú LJŠN **Sourcewell Contract #020421-GGI**

² Š ūKI-yŸ è2dz T2N ūKŠ 2LJLJ2NŸdzyŸlūè ú2 ādzŌYlū ūKlā LJN2LJ2āI-f I-yR f22Ÿ T2NŌI-NŸ ú2 LJ2úŠyúAlI-ffē ō2NŸly3 ū23SūKŠNŸ

Service Overview

[illegible]

1. yʔaʔS únuʔ-ŕáúá2yʔ-ʔ-ʔ-òáúáSá 1-áásááY Sýúá úK 1-ú ʔS 1-ŕ ú2 ŕ1á22yʔúSŕ Ljw22S0ú áSʔS0úá2yʔ 2dzw Ljw20Sáá 0dz1ŕá únuʔ-yaLj 1-wSý0è 1-yŕ
 02yáúáúdzSý0è 0è Sý3y 1-3y3 1-ʔ ʔS0S1á 2ʔ úK S 2w3y 1-ŕ1-úá2yʔ ʔw2Y úK S 021ŕSŕw 1w22Y ú2 úK S 02 1-wŕ 1w22Y ʔ ! ʔ20dzá 2yŕSŕ1ySŕ
 2dzú02Y Sá 1-yŕ ú2úʔ ʔ 2w3y 1-ŕ1-úá2yʔ ʔS 3y 1-3Y Sýú 0dz1ŕá 02yŕ1ŕSŕ0S 1-y úK S Ljw20Sáá 1-yŕ úK S 1-yúáLj 1-úSŕ 1-wSádzŕúá0

D2NĪRALI yŋā **Strategic Capital Planning** ā2f2dzūā2y' 2LJūāY'ĀĪŠā ē2dzN tY'āūsŖ NŠā2dzNŌŠā oē āyūīŠ3NĪ-ūāy3 ūKŠ FĪ-ŌāāūāŠā 2N3Ī-Y'āĪĪ-ūā2y2 fāYĪ-yŌĀĪ-f RŠŌāā2y'YĪĪĪŠNā2z I-yŖ ūKŠ Yāāā2y'I-yŖ Ōāā2y2F tŠĪ-RŠNāKĀLJŌ 42 ūKĀ ŠyŖĪ ūKŠNŠ āā Ī T2Ōdzā 2y' FŠĒŌāŌāŌūē āy' ō2zŪK ūKŠ LJN2ŌŠāā I-yŖ ūKŠ ū22fā ū2 ŠyādzNŠ ūKŠ RŠŌŠf2LJYŠyŪ 2T I-YĪ-Ōūā2yĪ-ŌfŠ LJfĪ-yŖ

- Step 1 — Establish a Baseline.** /2Y0ly3ly3 ŠĖlāu3y3 I-āāŠāāYŠyū Rī-ūī- 2y7xĒŠ ōlūK ūKŠ ūŠōōK2y7ē3lāōīf I-LJLJN2I-ŌK 2T D2NŲRlI-Ylā /2NŠ {ēāūŠYā ! āāŠāāYŠyū ōlĒf I-ff2ō T2N I- K2Ųlāūl ōlŠō 2T Fī-ŌlĒlāŠā yŠŠRā ūKī-ū Flāūā lyū2 I-yē ōdzRĒŠŌ D2NŲRlI-Y ōlĒf ō2RlĒfē ūKŠ ŠĖlāu3y3 I-āāŠāāYŠyū Rī-ūī- lyū2 ūKŠ ! ylT2NŲy yI-Yly3 ō2yŌŠyūlā2yŲ ōNŲŠī-ūŠ ō2yālāūŠyŌē I-ŌN2āā I-ff Fī-ŌlĒlāŠā ōlĒf I-āKfē ōdzāū2YlĀŠR lTŠNōēŌŠ Y2RŠtā 2T Fī-ŌlĒlāŠā I-ff2ō T2N 2y32ly3 Y2ylyū2Nly3 I-yR K2Ųlāūl Ljfl-yly3 ōlūK2dzū Kī-Ōly3 ū2 lyŌŠāū KŠī-ŌlĒf lyū2 ōdzlĒRly3ā ōKlŌK I-NŠ y2ū lYyŠRlI-ŲŠ ō2yŌŠlyā
- Step 2 — Integrate Operational Perspectives** 2 Š Kī-NŲyŠāā ūKŠ fl-ūŠyū ly2ōfŠRŠŠ ūKī-ū ŠĖlāuā ōlūKlyŲKŠ t dzŌflō 2 2Nlyā ōē ō2yRdzŌūly3 lyūŠNŲlŠōā ōlūK Fī-ŌlĒlāŠā Yī-yl-ēŠNāš TlN2yūlyŲŠ ūNl-ŲRŠā āūī-ff I-yR 2ūKŠN lyŠē āūī-lŠK2fRŠNā ū2 ōī-ŲRī-ūŠ 2dzN ōī-āŠŲyŠ Rī-ūī- I-yR ŠyādzNŠ lū lā ō2yālāūŠyū ōlūK 2LJŠNī-ūlā2yl-f lyālKŲŌ Kklā āūŠLJ KŠfljā dzā I-ŌljdzNŠ 2LJŠNī-ū2N lyLjdzū NŠēI-NŲRly3 ūKŠ yŠŌŠāāI-NŲē NŲŠLJ-NŲāē LJNlā2NŲlāē I-yR ūlYŠTlNl-YŠē NŠādzŲly3 ly I-Y2NŠ I-ŌōdzNl-ūŠ flāū 2T Fī-ŌlĒlāŠā yŠŠRā ! RĒlūlā2yl-ffē ūKlā āūŠLJ ŌNŠī-ūŠā I- āŠyāŠ 2T 2ōyŠNāKlJ ōlūK ūK2āŠ dzŲlY I-ŲŠfē NŠāLJ2yāŌtŠ T2N ūKŠ ō2Nly I-yR fŠī-Rā ū2 I-y2dzūŌ2YŠ ōlūK ōdzēply I-ū ŠŌŠNē tŠŌŠf 2T ūKŠ /lūē
- Step 3 — Create Building Portfolios** 2 Š ōlĒf dzāŠ ē2dzN fŠī-RŠNāKklJāā ē2l-fā I-yR 2ō2ŠŌūlŌŠā ū2 āūNl-ūŠēlŌī-ffē āŠēYŠyū ē2dzN ōdzlĒRly3ā lyū2 I- LJ2NŲT2flē 2T I-āāŠūā ōlūK ālylĒf I-N fdyŌŲlā2yāē LJNlā2NŲlāŠāē 2N 2ūKŠN Fī-ŌŲ2N dzylljdzŠ ū2 ē2dz b2ū I-ff ōdzlĒRly3ā I-NŠ ŌNŠī-ūŠR Šljdzl-fē I-yR 2dzN . dzlĒRly3 t2NŲT2flē2ā LJN2ŌŠāā I-ff2ōā dzā ū2 RŠŲlyŠ I-NŠī-ā 2T ŠYlJklī-āā I-yR LJN2ŌlRŠā I- Nlī-ūlā2yl-fē T2N Fī-ŌlĒlāŠā fdyRly3 RlāūNlōdzūlā2yŌ Kklā āŠēYŠyūī-ūlā2yKŠfljā ē2dz T2NŲ dzylljdzŠ lyŌŠāūYŠyū āūNl-ūŠēlāŠā I-yR LjŠNŲT2NŲI-yŌŠ YŠŌNlāū ūKī-ū Šy3l-ēŠ lyŠē āūī-lŠK2fRŠNā ly I- ō2yŌŠNāī-ūlā2y I-ō2dzū I-ŌlĒlāŠā I-yR flYl-yŌl-f LJNlā2NŲlāŠā I-yR Ylāā2yŲ ū2 I-ŌŌŠfŠNl-ūŠ RŠŌlā2yflYī-lly3
- Step 4 — Develop Multi-year Capital Plan.** 2 lūK LJ2NŲT2flē2ā lyLjfl-ŌŠŠ D2NŲRlI-Y ādzLJLJ2NŲā NŠā2dzNŲŌŠ I-ff2Ōī-ūlā2y RlāŌdzāā2yā I-yR ūKŠ ŌNŠī-ūlā2y 2T I- Ōī-LJlŲl-f lyŌŠāūYŠyū Ljfl-yŌ . ē I-RĒly3 I-y dzyRŠNāūī-yRly3 2T Klāū2NŲlŌf

Step 2: Integrate Operational Perspectives

- /2yʔanʷY 1-yŕ 1-ŕədzáú 1-aadzY 1-úá2yá Y1-ŕŠ 1-yúKŠ 1-ŕ1-ú1- Y1-əN1-úá2y2ʔ úKŠ 1-úN1-Š0á2dzəʔə 1-ääŠääŠŕ 1-Ŕ1-0əN1-úáŠá0
- /2yʔanʷY 0dz1əŕ1y3 1-yŕ äəáúŠY 1-Ŕ1yYŠYú 0ə1úK 21-Š1N1-úá2y1-ʔ 20əŠ0úá0Šä 1-yŕ ŕN1-Š0úá2y0
- ±1-Ŕ1-úŠ 1-Ŕ1-Š 0ə0ʔŠ 1-yŕ 1-úN1-0əY3 ŠáúáY1-úŠä0
- .dz1əŕ 21-Š1N1-ú2N1 02yʔ1-ŕŠY0Š 1-yúKŠ 1-úN1-20ŠääŠ 1-úN1-20Šú N1-Š02Y-YŠYŕ1-úá2yá 1-yŕ 20ŠN1-ʔ 1-yŕ1-y3ä0

Step 3: Customize Strategy Tools

Building Portfolios

C

Project Category

☛KŚ Ōtī-āāḡḡŌī-ūā2Y 2T ī- LḡN2ēSŌū KŚēLJā ū2 RāḡḡSḡSḡūāī-ūs ōSūōSŚY ī- āōī-yŭē ŌSḡādzā ī- āYŚSḡē D2NḡRāī-y dzāSā āwSḡJ ī-āN 9 a ī-āYŭSḡī-yŌSē ōKŚNŚ NŚLJfī-ŌSḡSḡY ūā R2yS āYḡḡāYḡ ī-yḡ ī-ū Sḡḡ 2T ḡḡḡT ī-ySēī-YLJfS ō2dzfḡ ōS NŚLJfī-ŌāY ī- N22T ōKŚYā ōSēYā ū2 fSī-ī-ī-ā ā 2RŚNḡYāī-ūā2Yē āā dzāSḡ ū2 RŚāŌNāōS ī-yāY LḡN2ŌSḡSḡY 2N ī-y ī-Rḡāūā2Y Ō2Y Y2Y Sēī-YLJfSā 2T Y2RŚNḡYāī-ūā2Y ō2Nḡ ḡ2dzfḡ ōS ūKŚ ī-Rḡāūā2Y 2T ī-y SḡḡŌī-ū2N āY ī- ōdzḡfḡ 2N ūKŚ dzLJēN ī-RŚ ḡN2Y ī- ūō2N LḡLJ S KŚī-ūāY āēāūSḡ ū2 ī- ḡ2dzNḡLJ S KŚī-ūāY ī-yḡ Ō22fḡY āēāūSḡY ābSŌ / 2yāūNdzŌūā2Yē YŚSḡā ī-NŚ ī-ā2 Ōtī-NāḡḡSḡ dzāY tN2ēSŌū / ī-ūSē3Nē ū2 āYḡŌī-ūs ūKī-ū ūKŚē ū22 āSḡŌS ī- RāḡḡSḡSḡY LḡdzNḡ2āS ūKī-y wSḡJ ī-āN 9 a ī-āYŭSḡī-yŌS 2N a 2RŚNḡYāī-ūā2Y ōē ī-RḡāY ū2 ūKŚ 2ŌSḡN ī-ff ḡ22ūLḡNāYŭ

Project Package

ī-ḡḡSḡ Ō2RāḡēY Sī-ŌK LḡN2ēSŌū ū2 ī- ōdzḡfḡ 2N ī-NŌKḡŌSŌūdzN ī-ff āēāūSḡY D2NḡRāī-y ī-āāYā Sī-ŌK LḡN2ēSŌū ū2 ī- ōN2ī-RŚN LḡN2ēSŌū Lḡī-Ōḡī-ēSḡ ḡfī-yYāY ī-ū ī- KāKŚN ḡSŌSē LḡN2ēSŌū āYŭSḡN ī-ūā2Y ōSŌē ōYḡ2Ō NŚLJfī-ŌSḡSḡY ūā ī-yḡ ōNāŌḡ LḡYāY ū2ēSŌKŚN ŌNŚī-ūs SḡḡḡSḡYŌāS ī-Y2Y LḡN2Ōā2dzāfē ā2fī-ūs LḡN2ēSŌūāō ēēLJŌī-ff Lḡī-Ōḡī-ēSā ī-NŚ . dzḡfḡ 9YŌSḡLJ S . dzḡfḡY {ēāūSḡY LḡḡN ī-āūNdzŌūdzN S {Lḡī-ŌS wSḡSŌ ī-ff ī-yḡ {ī-ḡSēk / 2RŚ

Timeframe

h dzN SēLJ SḡSḡYŌSā Kī-ŌS ūī-dzēK ūā ūKī-ū ūKŚ āSḡJ dzSḡYŌY 2T ō2Nḡ āāSḡYāī-ff ū2 ī-āYāY ḡYī-yŌY ū2 ādzŌŌSāḡdzf LḡN2ēSŌū SēSŌdzūā2Y a dzḡḡēSī-N āYŌSāūY SḡY ūāY S ḡN ī-Y Sā ōāY Y SḡRāī-ūs āYŌSāūY SḡY YŚSḡāē mḡō ēSī-Nāē nḡḡ ēSī-Nāē yḡmḡ ēSī-Nāē SūŌŭ Sāūī-ŌḡāK dzāSḡdzf āYŌSāūY SḡY K2Nāī2Yā ōī-āSḡ 2Y ī-ēS Ō2Yḡḡā2Y ī-yḡ Ōī-y ōS ŌtSī-Nḡē Ō2Y Y dzYḡŌī-ūs ū2 fSī-RŚNāKāLJ ī-yḡ RŚŌāā2Y Y ī-ḡNā ōāK2dzū Ō2Y Y ūūāY ū2 āYḡḡāRdz ī-ff LḡN2ēSŌū ēSī-Nāō D2NḡRāī-y ōāff ō2Nḡ ōāK ūKŚ / āūē ū2 Sāūī-ŌḡāK ūāY S ḡN ī-Y Sā ḡ2N ūKŚ LḡN2Ōā2dzāfē ī-āāSāSḡ ḡī-ŌḡāSāō

Investment Criteria

ī-Rḡāūā2Y ī-ffēS D2NḡRāī-y dzāSā YŌSāūY SḡY / NāūSḡN ī-ū2 KŚēLJ RŚŌāā2Y Y ī-ḡNā dzYḡSḡNāūī-yḡ ūKŚ āY Lḡ2Nḡī-yŌS 2N āY Lḡī-Ōū 2T ī- LḡN2ēSŌūō 9 ī-ŌK LḡN2ēSŌū āā ī-āāYāSḡ ū2 2Y S 2T ḡḡS YŌSāūY SḡY / NāūSḡN ī-y

- **Reliability:** LāādzSā 2T āY Y āY SḡY ḡī-ādzN S ūKī-ū Y ī-ē NŚādzḡ āY ī-y āY SḡNdzLJ ūā2Y ū2 dzāS 2T ūKŚ āLJ ī-ŌS
- **Asset Preservation:** tN2ēSŌūā ūKī-ū LḡN2ēSŌū ūKŚ āY SḡNāūē 2T ūKŚ ŌdzNḡSḡY ḡdzYŌūā2Y 2T ī-y ī-āāSŌ
- **Safety/Code:** / 2RŚ Ō2Y LḡYāY ūS āādzSā ī-yḡ āī-ḡSē LḡN2NāūāSā 2N āūS Yā ūKī-ū ī-NŚ Y2ū āY Ō2Y ḡN Y ī-yŌS ōāK ŌdzNḡSḡY Ō2RŚāS SŌSḡY ūK2dzēK ūKŚ āēāūSḡ āā Nḡī-yḡfī-ūKŚNḡS āYē ī-yḡ SēS Y LḡJ ḡN2Y ŌdzNḡSḡY Ō2RŚ
- **Program Improvement:** tN2ēSŌūā ūKī-ū āY LḡN2ŌS ūKŚ ḡdzYŌūā2Y ī-ffē 2T āLJ ī-ŌS LḡNāY ī-Nāfē RḡNāŌSḡY ōē ḡī-Ōḡāūē 2ŌŌdzLJ ī-yŭāō ēK SāS LḡN2ēSŌūā ī-ā2 ī-RḡNḡSāā ḡŌī-ff āY Lḡī-Ōū ī-yḡ āY ī-ēS YŚSḡāō
- **Economic Opportunity:** tN2ēSŌūā ūKī-ū NŚādzḡ āY ī- NŚRdzŌūā2Y 2T ī-yYdz ī-ff 2LJ SḡN ī-ūāY Ō2āūā 2N Ōī-LḡNāī-ff āī-ŌYāō

[illegible]

I ǎ ƧI ǾMǎSǎ ǝdʒɛSǔǎ ǝʒyǔmʒɛS ǔʒ ǝS ǎǔmSǔǝKŠǎ I-yŕ ǎǔmI-ySŕS ƧS I-ŕSǔǎ I-mS ƧI-ǝSŕ ǝǎK ǎǎƧǎǝdʒǔ ǎSǝǎǎʒyǎ ǔǔǎ yʒǔ mS I-ǎʒyI-ǝƧS 2m SǝSŕ ƧǎǎǝI-Ƨǎ mSǎǎʒyǎǝǝƧS ǔʒ mSŕdʒǝS ǔKŠ ƧI-ǝǎǎǎS ǝI-ǝǎǎʒ ǔʒ IŠmʒS ǎʒ ǔKŠ ǎSǎ ǎǎ ǎS ǎSƧyS ǔKŠ ǝI-ǝǎʒ ǔKmSǎKʒŕ ǔK I-ǔ SƧSǝǝǎǝSƧǎ Y I-yI-ʒSǎ ƧI-ǝǎǎǎ ǎǎǎǎ ǝ2mŕǎI-yǎ yʒǔ ʒyƧǎ I-ǝƧS ǔʒ ǝʒYyʒyǎǝI-ǔS ǔKŠ ǎǎIŠ ʒƧ ǔKŠ ySŠŕS ǝdʒǔ ǝS ǝǎǎ SǎǎǎI-y Ƨʒǝ ǔKǎ ySŠŕ ǝI-yS ǔʒ Sǎǎǎǎ !y I-yI-Ƨǎǎ ʒƧ ƧǎǎʒmǎǝI-ƧyŕǎI-Ƨ ǎǎSǝI-ŕǎǎǎǎ ǝI-ǎǎǎI-Ƨ ǎyǝǎǎySŕy I-yŕ Y I-yǔSŕI-yǝS ŕSƧSǎǎI-Ƨ ǝǎǎ ƧSǎǎ ʒdʒǔyS Ƨ2mǝI-ŕǎ ǎǎmI-ǔSǎǎ I-yŕ I-ǎǎʒmS ǎǎSǝǝʒdʒǎ Sǎǎʒmǎ I-mS yʒǔ mSǎǎS I-Sŕǎ

[illegible]

D2Wŕl1-y dāšā bšū ! āāšū ±1-fdzš 0b ! ±1 1-ā 2yš 1Y1J2Wŭ1-yŭ ū22f ū2 KšfJ RšT1yš 2dzū02Yšā oē 1J2Wŭ2f2f20 / 1-f0dzf1-ŭšŕ 1-ā ūKš 1WšJf1-ŌšYšYŭ ō1-fdzš fšāā ūKš ū2ŭ1-f yššŕā f2W ūKš 0dzfŕ1y3 ŕl0lŕšŕ oē ūKš 1WšJf1-ŌšYšYŭ ō1-fdzš: ā ūš1WšJWšāšYŭā ūKš 0Jš1WšŌšYŭ 322ŕē 1WšY11y1y3 1YŭKš 0dzfŕ1y30 91jdz1J1Jšŕ ōlŭK b ! ± ŕ1-ŭ1 oē 1J2Wŭ2f2f2 01-yŕ oē 0dzfŕ1y30š D2Wŕl1-y 0lŕē 02W1 ōlŭK ūKš 1šē āŭ11šK2ŕšŭā 1-vŕ āšV12W fš1-ŕšWāk1J ū2 šāŭ1-0fāk 1-0ššJŭ1-0fš 02vŕlŭ12v fš0šfā oē 1J2Wŭ2f2f20

! Ø1·NΛŠÚē 2T YŠÚK2Řā I·NŠ dzlāĽĀĬŠŘ ū2 2NŮI·yĬĬŠ ŘŠÖĽāI2yā YĬŘŠ ØĽÚK ūKŠ ū22tāø hyŠ ŠĚĬ·YĬtŠ 2YŪKŠ yŠĚŪ ĽI·EŠ ōNŷyā
 ūKŠ . dzlāĽyā t2NŪT2t2Z ɕĽYŠT·I·YŠZ I·yŘ ĽyŠÖŠāyYŠyŪ /NΛŠÚNΛĬ· ū2EŠŪKŠNŪ ĽyĬ· ŘŠÖĽāI2yŷI·ĬIy3 t2Nŷ ū2 I·ĽŘ Ľy āŠŪŪy3
 ĽyŠÖŠāyYŠyŪ ĽNŷ2NΛŪŠā ā2 tŠĬŘŠŪā ŐI·V·Y2ØŠ ū2 ūKŠ ĽNŷ2ŠÖŪ āŠtŠÖŪā2VĽKĬāŠ 2T ūKŠ ĽNŷ2ØŠāāø

Funding Strategy Scenario

Portfolio / Investment Criteria	Backlog	A (1-3 Years)	B (4-7 Years)	C (8-10 Years)	Grand Total	% Invest	Investment Goal
Acad/Admin Portfolio	\$ 917,687	\$ 5,967,046	\$ 1,727,000	\$ 1,118,800	\$ 13,625,533		\$ 1,989,812
Reliability	\$ 299,835	\$ 366,465	\$ 23,800	\$ -	\$ 690,100	97%	\$ 669,297
Safety/Code	\$ 90,460	\$ 361,840	\$ 526,400	\$ 1,964,000	\$ 2,942,700	15%	\$ 441,405
Asset Preservation	\$ 53,722	\$ 1,020,711	\$ 98,000	\$ 303,400	\$ 1,476,033	0%	\$ -
Space Improvement	\$ 468,670	\$ 4,218,030	\$ 3,078,800	\$ 1,000,000	\$ 8,765,500	26%	\$ 2,279,030
Economic Opportunities	\$ -	\$ -	\$ -	\$ 31,200	\$ 31,200	0%	\$ -
Student Life Portfolio	\$ 1,567,470	\$ 4,371,736	\$ 8,143,900	\$ 4,961,760	\$ 19,044,866		\$ 5,522,721
Reliability	\$ 1,148,740	\$ 1,428,460	\$ 679,000	\$ -	\$ 3,276,200	79%	\$ 2,588,196
Asset Preservation	\$ 179,520	\$ 718,680	\$ 2,489,300	\$ 1,075,700	\$ 4,463,600	20%	\$ 892,320
Space Improvement	\$ 79,430	\$ 1,506,170	\$ 4,840,200	\$ 142,400	\$ 6,568,200	34%	\$ 2,241,008
Safety/Code	\$ 79,380	\$ 714,420	\$ 1,067,700	\$ 3,535,800	\$ 5,397,300	15%	\$ 800,595
Economic Opportunities	\$ -	\$ -	\$ 107,700	\$ 207,800	\$ 315,500	0%	\$ -
Repairs Portfolio	\$ 1,020,227	\$ 8,385,580	\$ 5,898,200	\$ -	\$ 15,304,007		\$ 4,609,145
Reliability	\$ 2,837,520	\$ 3,468,080	\$ 3,806,200	\$ -	\$ 12,111,800	52%	\$ 6,298,136
Safety/Code	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Asset Preservation	\$ -	\$ -	\$ -	\$ -	\$ -	51%	\$ 1,761,609
Space Improvement	\$ 172,707	\$ 3,281,429	\$ -	\$ -	\$ 3,454,136	0%	\$ -
Economic Opportunities	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Renovation Portfolio	\$ 4,586,266	\$ 14,548,811	\$ 8,058,575	\$ 8,617,131	\$ 36,711,083		\$ -
Reliability	\$ 3,509,588	\$ 4,289,496	\$ 7,509,675	\$ -	\$ 15,308,759	0%	\$ -
Safety/Code	\$ 386,331	\$ 1,545,324	\$ 384,700	\$ 5,308,131	\$ 7,624,486	0%	\$ -
Asset Preservation	\$ 315,087	\$ 5,986,631	\$ 968,500	\$ 1,156,000	\$ 10,426,218	0%	\$ -
Space Improvement	\$ 295,260	\$ 2,657,340	\$ 396,700	\$ 13,700	\$ 3,363,000	0%	\$ -
Economic Opportunities	\$ -	\$ 70,000	\$ -	\$ 139,500	\$ 209,500	0%	\$ -
Infrastructure Portfolio	\$ 261,120	\$ 1,473,380	\$ 2,191,500	\$ 46,800	\$ 3,972,800		\$ 1,142,573
Reliability	\$ 146,250	\$ 178,750	\$ -	\$ -	\$ 325,000	100%	\$ 325,000
Safety/Code	\$ 58,200	\$ 232,800	\$ 87,000	\$ 15,000	\$ 393,000	74%	\$ 290,820
Asset Preservation	\$ 55,000	\$ 1,045,000	\$ 8,500	\$ 31,300	\$ 1,139,800	97%	\$ 1,105,606
Space Improvement	\$ 1,670	\$ 16,830	\$ 2,096,000	\$ -	\$ 2,114,700	1%	\$ 21,147
Economic Opportunities	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Small Projects Portfolio	\$ 19,194	\$ 980,700	\$ 1,190,000	\$ 1,049,000	\$ 2,319,094		\$ 606,016
Reliability	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Safety/Code	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Asset Preservation	\$ 13,576	\$ 257,938	\$ 1,100,000	\$ 1,500,000	\$ 2,871,514	9%	\$ 258,436
Space Improvement	\$ 4,758	\$ 42,822	\$ -	\$ -	\$ 47,580	100%	\$ 47,580
Economic Opportunities	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Total	\$ 10,216,303	\$ 33,411,237	\$ 31,028,175	\$ 18,444,131	\$ 93,099,846		\$ 20,020,888

Funding Goal	\$	25,000,000
Contg / Soft \$	20%	5,000,000
Net Available for Projects	\$	20,000,000

[illegible][illegible]

91-0K LJW2ZS0Ú NUS0S10Sä 1- ä0ZNUŠ 01-äŠR 2YÚKŠ Z0ŠN1-ff 02YR10U2Y2T ÚKŠ 0dz1R1Y3Š ÚKŠ 1Y1J2NU1-Y0Š 2T 1Y0ŠAUYSŸy ÖNUUŠN1-1-YR ū1YŠT1N1-YŠ {0ZNUŠä 1-NUŠ 0dzäU2Y1ŠR ū2 T1U ÚKŠ äLJŠ01T10 YŠŠRä 2T ÚKŠ /10è0 C2N ŠÈ1-YLJtŠ 1-YŠŸU10è ÚK1-Ů 01äKŠä ū2 äU1NUŠä T1NUŠ LJW2ZS0Ú2Y1YR ! 5 ! 02Y1J101-Y0ŠŠ {1-TŠUèK/2RŠ LJW2ZS0Úä 01-Y0Š 310ŠY1- K1EKŠN ä0ZNUŠ NUS1-10Š ū2 2ÚKŠNä0 ! ä1-YLJtŠ ä0ZNU1Y3 ä0KŠYŠ 1ä äK20YKŠNUŠ0

Ly'ÚKlā ŠĖI-YLJfŠē LJNl2ēSōŭā Øłff oŠ
 Ø2yāRŠNlŠR Y2NlS dzNĖSŷy' łT ūKŠē I-NlŠ
 łY'YłyŠy' łāādzSā ØłÚKłY' ØNłŭłØł-f āēāŭŠYā łY'
 KlĖKpyŠŠR ØdzłfRłYāØ D2NłRł-Y' Øłff Ø2Nł
 ØłÚK łŠl-RŠNłKłłJ ū2 KŠłłJ ĖdzłRŠ ū2Ø I-NłR ūKŠ
 Y2āŭ ŠłłSōŭłØŠ I-yR łYłJl-Øŭłdzł āŠŭ 2ł
 LJNl2ēSōŭ āØ2NłłYŠ łl-Øŭ2Nłā ł2Nł ūKŠ ūKŠ /łŭēØ
 hdzł LJNl2ōŠāā łY'ØdzłRŠā ū22łā ūKl-l ōłłŠl-lā
 ŭłŠā ł2Nł YłRłNłl-YłŠ LJNł2NłŭłŠāØ

Timeframe Score

X

Investment Criteria Score

X

Net Asset Value Score

Timeframe	Score
Backlog	5
Timeframe A	4
Timeframe B	3
Timeframe C	1
Timeframe X	0

Investment Criteria	Score
Reliability	5
Asset Preservation	3
Program Improvement	2
Safety/Code	4
Economic Opportunity	1

NAV Start	NAV End	Score
<10%	<10%	5
10%	<20%	5
20%	<30%	4
30%	<40%	4
40%	<50%	3
50%	<60%	3
60%	<70%	2
70%	<80%	2
80%	<90%	1
90%	100%	1

Total Project Score:

Maximum Score = 125 High Urgency

Minimum Score = 0 Low Urgency

D2NŘ11y ĚŠŤŮŠŮ11-ŏŤŠ1 11ŮŠ ŘŠ11yŠŘ ů2 ŠŦŠŮŮŮŠŘ ů2YydzYŮ1ŮŠ Ŧ1yŘ1yŠ ů2 ōdz1Ř ō1121-Ř 1dz1J12NŮ 1ŮN1211 ŮKŠ /1Ů ů1yŘ 1yŮŠN1ŮŠ ō1ŮK ŠĚ11Ů1yŠ Y1y1:ŠYŠyŮ 111ŮŠY11 1KŠ NŠ1dz1Ů2 2Ŧ ŮKŠ 11dz1Ř ů1NŠ 1ŠYŠyŮŠ ōŠŮŮŠy ů2YydzYŮ1Ů1y1yŘ 1Jk11Ů1-ŘŠŮŮŠŮ1-ŏŤŠ11

[illegible]

- ² Šōpōl-āššŕ l-ōōšāā ū2 lyōšyū2wē 2f lJw2ššōūāk l-āāšūā l-yŕ l-ft l-āā2ōl l-ūšŕ lyf2wY l-ūā2yY ūāYšTn l-YšS Ō2āūš
! yf2wY l-ū Ō2ŕšS lyōšāūYšyū Ōwāūšwā l-š Šūō
- ² Šōpōl-āššŕ l-ōōšāā ū2 ŕl-ākō2l-wŕā Ō2yūl-l-yŕ3 ōlādz l-ft ādzY Y l-wāšā 2f ūKš lyōšyū2wē ōē ōdzlŕl-y3 ! yf2wY l-ū
fšōš l-yŕ lJ2wūf2f2
- ɸw l-yly3 f2w Ōlšyūlūšl-Y 2yK2ō ū2 l-ōōšāā l-yŕ dāš ūKš ō Šōpōl-āššŕ lJ2wū l-ft l-yŕ 2y32ly3 ādzlJlJ2wū f2wY
D2wŕl-l-yūšl-Y ōlūK wš3l-wŕā ū2 dzāl-3S l-yŕ lāādzšā

[illegible]

Typical Project Schedule

Week #	Component	Milestones for this Week
6-week hold	t̪N̪S̪ɪ̯ ² S̪S̪i̯ǎs̪ Y̯ǎŋ̪ɪ̯h̪ɸ̪ t̪N̪S̪ä̯S̪y̯i̯-ú̯ä̯2y̯	{ŌK̪S̪R̪dz̪t̪S̪R̪ R̪i̯-ú̯S̪ä̯ ʒ̪ ú̯ä̯Y̯S̪ä̯ ɸ̪2N̪ i̯-ɸ̪ Y̯S̪S̪ú̯ä̯y̯ǎ̯ /2ɸ̪S̪Ōú̯ S̪Ė̯ä̯ú̯ä̯y̯ǎ̯ ɔi̯ä̯S̪ R̪i̯-ú̯i̯- Ly̯ú̯N̪2R̪dz̪ŌS̪ ä̯ú̯N̪i̯-ú̯S̪ǎŋ̪ ū̯22ɸ̪ä̯ 5̯ä̯Ōdz̪ä̯ä̯ Ō2Y̯Y̯2y̯ Ō2ä̯ú̯ä̯y̯ i̯-y̯R̪ ɸ̪ɸ̪S̪ ŌēŌɸ̪S̪ä̯
1-3	{ə̯ä̯ú̯S̪Y̯ {S̪ú̯dz̪L̪}	/2N̪S̪ {ə̯ä̯ú̯S̪Y̯ ä̯ ! ä̯ä̯S̪ä̯ä̯Y̯S̪y̯ú̯ Y̯2R̪S̪t̪ä̯ ŌN̪S̪i̯-ú̯S̪R̪ a̯i̯ǎN̪i̯-ú̯ä̯2y̯ä̯S̪ú̯dz̪L̪ ɸ̪2N̪ L̪N̪S̪Ōi̯ä̯2dz̪ä̯ɸ̪ i̯-ä̯ä̯S̪ä̯ä̯S̪R̪ Ōdz̪ɸ̪R̪i̯y̯ǎ̯
4-5	a̯i̯ä̯y̯ú̯S̪y̯i̯-y̯ŌS̪ ɸ̪N̪i̯-R̪S̪ Ly̯ú̯S̪N̪Ōi̯S̪Ōä̯	! ɸ̪ ä̯y̯ú̯S̪N̪Ōi̯S̪Ōä̯ Ō2Y̯L̪ɸ̪S̪ú̯S̪R̪ /2ɸ̪S̪Ōú̯ i̯-ɸ̪ Ōi̯-L̪ä̯ú̯i̯-ɸ̪ L̪ɸ̪i̯-y̯y̯i̯y̯ä̯ R̪2Ōdz̪Y̯S̪y̯ú̯ä̯ π̪ ɸ̪dz̪y̯R̪i̯y̯ǎ̯ L̪N̪2²S̪Ōú̯ä̯z̪ S̪ú̯Ōŋ̪ 5̯ä̯Ōdz̪ä̯ä̯ ä̯y̯ŌS̪ä̯ú̯Y̯S̪y̯ú̯ 2ŋ̪²S̪Ōú̯ä̯ŌS̪ä̯
6-8	5̯i̯-ú̯i̯- t̪N̪2ŌS̪ä̯ä̯y̯ǎ̯	! ɸ̪ L̪N̪2²S̪Ōú̯ä̯ L̪N̪ä̯ŌS̪R̪ ʒ̪ Ō2R̪ɸ̪i̯S̪R̪ ! ɸ̪ ä̯y̯ú̯S̪N̪Ōi̯S̪Ō ɸ̪2ɸ̪2ŋ̪²dz̪L̪ä̯ Ō2Y̯L̪ɸ̪S̪ú̯S̪R̪
9	5̯i̯-ú̯i̯- v̪dz̪i̯-ɸ̪ɸ̪ǎŋ̪Ōi̯-ú̯ä̯2y̯ a̯S̪S̪ú̯ä̯y̯ǎ̯	! ɸ̪ ɸ̪2ɸ̪2ŋ̪²dz̪L̪ i̯j̪dz̪S̪ä̯ä̯2y̯ä̯ i̯-R̪R̪N̪S̪ä̯ä̯S̪R̪ ɸ̪i̯y̯i̯-ɸ̪i̯S̪R̪ L̪N̪2²S̪Ōú̯ ä̯y̯ŌS̪y̯ú̯2N̪ē̯ Ly̯ú̯N̪2R̪dz̪Ōú̯ä̯2y̯ ū̯2 D2N̪R̪ä̯i̯-y̯ /ɸ̪2dz̪R̪
10-12	5̯i̯-ú̯i̯- w̪S̪Ōä̯ä̯ä̯2y̯ä̯	! ɸ̪ ŌK̪i̯-y̯ǎS̪ä̯ Y̯i̯-R̪S̪
13	{ú̯N̪i̯-ú̯S̪ǎē̯ v̪dz̪i̯-ɸ̪ɸ̪ǎŋ̪Ōi̯-ú̯ä̯2y̯ a̯S̪S̪ú̯ä̯y̯ǎ̯	ɸ̪i̯y̯i̯-ɸ̪i̯S̪R̪ ä̯ú̯N̪i̯-ú̯S̪ǎŋ̪ ū̯22ɸ̪ä̯ ɸ̪i̯y̯i̯-ɸ̪i̯S̪R̪ L̪j̪2N̪ú̯ɸ̪2ɸ̪2ä̯ 5̯ä̯Ōdz̪ä̯ä̯ ɸ̪dz̪y̯R̪i̯y̯ǎ̯ i̯-Ōŋ̪i̯-ɸ̪i̯-Ōä̯ú̯ē̯
14-16	5̯i̯-ú̯i̯- /ɸ̪S̪i̯-y̯ŋ̪dz̪L̪	t̪N̪S̪ɸ̪ä̯y̯i̯y̯i̯-ŋ̪ē̯ t̪N̪S̪ä̯S̪y̯ú̯i̯-ú̯ä̯2y̯ Ōdz̪ä̯é̯ú̯
17	t̪N̪S̪ɸ̪ä̯y̯i̯y̯i̯-ŋ̪ē̯ t̪N̪S̪ä̯S̪y̯ú̯i̯-ú̯ä̯2y̯	/i̯-L̪ä̯ú̯i̯-ɸ̪ t̪ɸ̪i̯-y̯ɸ̪i̯y̯i̯-ɸ̪i̯S̪R̪ Ly̯ä̯ú̯ä̯i̯-ú̯ ū̯N̪i̯-ä̯y̯i̯y̯ä̯ ɸ̪2N̪ D2N̪R̪ä̯i̯-y̯ /ɸ̪2dz̪R̪
18-19	5̯i̯-ú̯i̯- w̪S̪ɸ̪ä̯y̯S̪Y̯S̪y̯ú̯	ɸ̪i̯y̯i̯-ɸ̪ t̪N̪S̪ä̯S̪y̯ú̯i̯-ú̯ä̯2y̯ Ōdz̪ä̯é̯ú̯
20	ɸ̪i̯y̯i̯-ɸ̪ t̪N̪S̪ä̯S̪y̯ú̯i̯-ú̯ä̯2y̯	

Scope of Work

☐KŠ äÖ2LJŠ 2T Ø2W 72W úKŠ /áüè 2T [áØ2y1I- lá ŘŠúI-áťŠŘ öŠt2ø☐ ☐KŠ Ö2äüä I-ää2Ö1I-úŠŘ øáúK úKŠ äÖ2LJŠ 2T Ø2W 72W I-WŠ äK2øY
áYúKŠ tW2TŠää12YI-f CŠŠä äŠÖú12Y2T úKlä Ř2ÖdzYŠýú ó ! L1LJŠyŘäÈ ! ú☐

- !YI-ťěä1ä áYÖfdzŘŠä úKŠ Ö2ftŠÖú12Y 1jdzI-ť1ÄÖI-ú12Y I-yŘ L1WŠäŠýúI-ú12Y2T ŘI-úI- I-yŘ ÖI-L1J1úI-f L1fI-yä 72W I-L1L1W2È1YI-úŠťè
тпнлуп D{C ø1I- úø2 Ř1ftŠWŠýú YŠúK2ŘäY
 - 5I-úI- a1E1W I-ú12Y2T ☐ L1WŠÖ12dzäťè I-ääŠääŠŘ 7I-Ö1äü1Šä Ö2Y L1W1ä1Y3 oφM1nyy D{C óäŠŠ ! L1LJŠyŘäÈ . ú
 - 5ŠÖŠt2LJ ödz1fŘ1Y3 Y2ŘŠťä dzä1Y3 D2W1f1-y1ä /2WŠ {ěäúŠYä ! ääŠääYŠýú ä2fdzú12Y72W hp 7I-Ö1äü1Šä
Ö2Y L1W1ä1Y3 oφ1Ypc D{C óäŠŠ ! L1LJŠyŘäÈ /ú
- wŠø1Šø 2T ŘI-úI- øáúK 2Y1ä1úŠ ŠÈLJŠWúä ú2 øI-ť1fI-úŠ L1W1Ö1Y3 I-yŘ 1fŠ1ÖèÖtŠ áY72WYI-ú12Y72W I-ff I-ääŠüä áYÖfdzŘŠŘ☐
- ☐ø2 1jdzI-ť1ÄÖI-ú12Y YŠŠú1Y3ä øáúK 2Y1ä1úŠ ŠÈLJŠWúäY
 - 5I-úI- v dzI-ť1ÄÖI-ú12Y YŠŠú1Y3 ú2 71YI-ť1Š 7I-Ö1äü1Šä yŠŠŘä áYÖŠýú2Wè☐
 - {úW I-úŠÈè v dzI-ť1ÄÖI-ú12Y YŠŠú1Y3 ú2 71YI-ť1Š äüW I-úŠÈè ú22t1ú I-yŘ ÖI-L1J1úI-f L1fI-y☐
- LŘŠýú1f1ÖI-ú12Y I-yŘ úW I-áY1Y3 I-W2dzYŘ dzäŠ 2T L1W1ä2W1ä1I I-ú12Y ú22ťä áYÖfdzŘ1Y3 . dz1fŘ1Y3 t2Wú72t2äŠ 1YÖŠäúYŠýú
/W1ä1ŠW1I-Σ I-yŘΣ 72W I-ääŠääŠŘ ödz1fŘ1Y3äΣ tW2øŠÖú {Ö2W1Y3☐
- C1YI-f ŘŠ1ÖŠW1-ötŠä I-ä 2dzú1YŠŘ áYúKŠ á tW2øŠÖú 5Š1ÖŠW1-ötŠäé äŠÖú12YI
 - ² ŠöπōI-äŠŘ I-ÖÖŠää ú2 L1W2øŠÖú áYÖŠýú2Wè I-yŘ ädzY YI-Wè ŘI-äKö2I-W1f1ä☐
 - /2L1J1Šä 2T I-ff L1WŠäŠýúI-ú12Yä dzäŠŘ ú2 WŠÖ1ŠøΣ 1jdzI-ť1fèΣ I-yŘ Ö2Y YdzY1ÖI-úŠ úKŠ yŠŠŘä I-yŘ L1fI-y☐

Appendix B: Data Migration

Description	Area (Sq.Ft.)	Approach
hNŭaƏly1-f / λúè I I-ft ó ! yŷŠĚú	μοσcφH	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
/ λúè I I-ft	стѣтос	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
t2ftλÖŠ I Š1-ŘIjdz1-NúŠNă	ρφΣρηλ	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
/ λØλÖ / ŠyúŠN [λōN1-Núè	спллл	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
/ I-Nŷ {I-yŘōdzNĚ [λōN1-Núè	уџслл	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
! fFŭŠŘ b2ōfŠ [λōN1-Núè	мнџмтр	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
{Šyλ2N / ŠyúŠN	ноΣпур	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
/ 2YŸdzyλúè wŠÖ / ŠyúŠN	молџпул	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ
CλN1Š I Š1-ŘIjdz1-NúŠNă	ммџρηλ	51-ú1- aλƏN1-úλ2ŷπ tfl-yúŠ a2N1-ywŠLJ2NúλyƏ

Total Building Count 9
Total GSF 391,228

Appendix C: Core Systems Assessment

Description	Area (Sq.Ft.)	Approach
/KI-YōSŪ 2T /ZYYSŪŌS	мџџџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
t2fāŌS wly3S {ū2NŪI-3S . I-NyK20SŪ	пџџџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
t2fāŌS 2 SŪK {ūI-ūā2y	нџпнл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
mcŪK 5lāūNāŌŪ / 2dzNŪ I 2dzāS	оџџџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
CANŠ {ūI-ūā2yo	ммџлпџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
CANŠ {ūI-ūā2yn	рџџлџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
CANŠ {ūI-ūā2yp	рџттн	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
CANŠ {ūI-ūā2yc	уџџџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
5t 2 2 K { aI-lyŪSYI-yŌS	мпџнлл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
5t 2 w2I-RāktI-NŪā aI-lyŪSYI-yŌS	омџлл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
5t 2 CI-ŌfāŪē aI-lyŪSYI-yŌS	мпџнмл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
5t 2 I v	оуџлл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
5t 2 9ljdzāLJYŠyŭ aI-lyŪSYI-yŌS DI-NŪI-3S	мтџнлл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
9RŠlS 9RŠI-NŪ LŌS wlyŭ	уџџџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
5SŌ2yπI-ANŠ LŌS wlyŭ	нтџллл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
/λŌlŌ /ŠyŪSŪ aI-lyŪSYI-yŌS . dzlāfRly3	оџппџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
2 KāāLJŠNāy3 2 lff20ā /fdzōK2dzāS	оџппџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
2 KāāLJŠNāy3 2 lff20ā aI-lyŪSYI-yŌS . dzlāfRly3	нџплл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
LŘēf 2 ēfR /fdzō I 2dzāS	мпџллл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
LŘēf 2 ēfR tN2 {K2LJ	нџнлс	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
LŘēf 2 ēfR aI-lyŪSYI-yŌS DI-NŪI-3S	нџплл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
C2Ē /NŠSŭ /fdzōK2dzāS	тџџџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
2 lāā2y . I-NŪy	нџпсл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
C2Ē /NŠSŭ aI-lyŪ DI-NŪI-3S	мџнлл	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ
/λŌlŌ /ŠyŪSŪ {ū2NŪI-3S K / I-ōfS . fR30	тџџџ	a2RŠtly3 0λI / 2NŠ {ēāūSYă !āāSāāYŠyŭ

Total Building Count 25
Total GSF 350,856

Appendix D: Systems for Core Systems Assessment

Standard Level 1 Description	Standard Level 2 Description	Standard Level 3 Description	Custom Level 4 Description
A – Substructure	A10 - Foundations	A1033 – Slab on Grade	A1033.1 – Building Substructure
B – Shell	B20 - Exterior Enclosure	B2010 – Exterior Walls	B2010.1 – Hard
			B2010.2 – Soft
	B30 – Roofing	B3010 – Roof Coverings	B3010.1 – Flat
			B3010.2 – Pitched
			B3010.3 – Mixed
C – Interiors	C30 – Interior Finishes	C3010 – Wall Finishes	C3010.1 – Wall Finishes
		C3020 – Floor Finishes	C3020.1 – Floor Finishes
		C3030 – Ceiling Finishes	C3030.1 – Ceiling Finishes
D – Services	D20 – Plumbing	D2010 – Plumbing Fixtures	D2010.1 – Plumbing Fixtures
		D2090 – Other Plumbing Systems	D2090.1 – Plumbing Rough-In
	D30 – HVAC	D3040 – Distribution Systems	D3040.1 – Distribution Systems
		D3090 – Other HVAC Systems & Equipment	D3090.1 – Equipment and Controls
	D40 – Fire Protection	D4030 – Fire Protection Specialties	D4030.1 – Fire Protection Systems
			D4030.2 – Fire Detection Systems
	D50 – Electrical	D5010 – Electrical Service and Distribution	D5010.1 – Electrical Equipment
			D5010.2 – Electrical Distribution
		D5090 – Other Electrical Systems	D5090.1 – Conveying
E – Equipment & Furnishings	E20 – Furnishings	E2010 – Fixed Furnishings	E2010.1 – Furnishings and Equipment

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

16. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) WHIZ ROBOTIC VACUUM CLEANER SET WITH ATTACHMENTS THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE: Department of Public Works, re: for use by the Building Maintenance Department, from budgeted funds.

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

Councilmember Donovic offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

16.

DPW

January 31, 2023

MEETING DATE

S021323/R022723

PREPARED BY

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

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) WHIZ ROBOTIC VACUUM CLEANER SET WITH ATTACHMENTS THROUGH THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE: Department of Public Works, re: for use by the Building Maintenance Department, from budgeted funds.

BACKGROUND

The Department of Public Works is always looking for innovative tools and methods for completing work tasks that improve safety, performance, and efficiency. The WHIZ robotic vacuum is a tool for our custodial services that would achieve those goals. WHIZ uses AI machine learning to program cleaning routes, autonomously avoids objects, glass walls, steps, and other hazards, and improves air quality by using dual HEPA filters.

RECOMMENDATION

Approve the expenditure for one WHIZ robotic vacuum in the amount of \$31,954.42 and authorize payment to Canon Solutions America, Inc., 15004 Collections Center Drive, Chicago, IL 60693-0150.

Waive the formal bidding process in accordance with Section 3.04.140.E.4. of the Livonia Code of Ordinances, as amended, since this is being purchased through the National Intergovernmental Purchasing Alliance.

FISCAL CONSIDERATION

Budgeted funds are available in account no. 401-000-987-000.

ATTACHMENTS

1. Softbank-Robotics-Whiz-Brochure
2. NIPA Pricing sheet

APPROVED BY



Don Rohraff, Director of Public Works

Date: February 01, 2023



Michael Slater, Finance Director

Date: February 03, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023



WHIZ

A Smart Clean Proven for Healthier Spaces.

SMART CHANGE STARTS HERE.



USE CUTTING EDGE AI TO DELIVER ELEVATED HEALTH & SAFETY

Changing Professional Cleaning with Breakthrough AI Navigation Technology



Innovation

Leverage robotics and automation to drive brand value, differentiate from the competition, and move your business forward.



Resilience

Reinvent and monitor your physical environment with adaptable technology and real-time data.



Experience

Meet and exceed occupant expectations to attract customers and talent, improve productivity, and foster revenue growth in your ecosystem.



Cleanliness

Live healthier in your day-to-day spaces with increased cleaning frequency, coverage, efficacy, and HEPA filtration.

>10,000

Whiz
DEPLOYED
world-wide

>208K

**MILES
COVERED**
by Whiz

NO. 1

GLOBALLY
In the autonomous
professional
cleaning robot
market

EASY TO USE

User friendly, Whiz works right out of the box, so teams can start benefiting right away.

REAL-TIME ALERTS

A notification pager alerts your team when Whiz is done—or if it needs a hand.

**AUTONOMOUS AND
MANUAL MODES**

Let Whiz do the work, or take control when you need to.

COVER MORE GROUND

Whiz learns all the routes your team needs—and cleans up to 5,380 ft² per charge.

SAFETY AND PERFORMANCE

Whiz autonomously avoids people, glass walls, cliffs, and other hazards.

CONFIRMED CLEAN

Whiz delivers robust cleaning performance data that can easily be shared with critical stakeholders.





**Simple to Use.
Simple Set-up.**

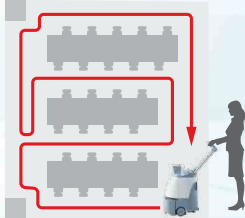
Teach a cleaning
route and press
the start button.
It's that simple.

Create a route (Teaching)

1. Set the Home Location Code as the starting point.
2. Manually push Whiz through the cleaning route to teach.

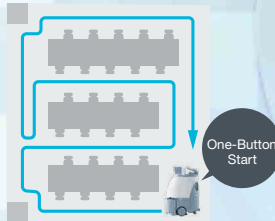


Use the Home
Location Code to
define start and
end point.



Moves autonomously along the cleaning path

After initial use, simply press the
start button for autonomous cleaning.
Capable of memorizing several routes.



Whiz detects and avoids obstacles, responding to environmental changes.

**Multiple sensors detect obstacles, stairs,
and human movement. Whiz avoids
objects or stops until the route clears.**



Access and
clean narrow
spaces, even
along hallway
wall edges.

Detects Obstacle



Detects Movement



What is the A3 Lumitester smart test kit?

- The A3 Test is a common sanitary cleanliness test used to test the cleanliness of a surface during food preparation.
- It is used to test the presence of:
 - (a) Adenosine triphosphate (ATP)
 - (b) Adenosine diphosphate (ADP)
 - (c) Adenosine monophosphate (AMP)

[ATP is known to be hydrolyzed to adenosine diphosphate (ADP) and adenosine heat treatment or in acidic/alkaline conditions.]

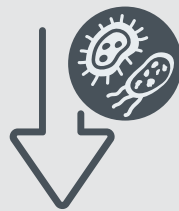
- Using ATP swabs has been recommended as a cleanliness test by the U.S. Center for Disease Control and Prevention as one of the objective methods to evaluate environmental hygiene.
- SoftBank Robotics used A3 Lumitester Smart Test Kit to test for surface A3 level.



RESEARCH FINDINGS

SoftBank Robotics conducted research in Tokyo, Japan to evaluate the effectiveness of Whiz to clean office buildings. The study was conducted across **116 sites¹**.

FINDINGS



Whiz helped to **decrease airborne fungi** in indoor environments by **80%**.

There is a **correlation** between **floor cleanliness** and **air cleanliness**.



Hence, keeping the floor clean will result in better air quality.

Manual cleaning



The concentration of **airborne fungi²** (n/cubic meter) was **20,000 to 30,000**.

Using Whiz



The **residue** and **microorganisms** remain constant at **2,000 RLU** to **4,000 RLU**.

Airborne fungi remained at a range of **4,000 to 6,000**.

¹SoftBank Robotics Global Study, 2019

² Measured using "Microbe Sensor BM-300C"

SPECIFICATIONS

Specifications and/or design details may change without prior notice.

ROBOTIC OPERATING SYSTEM	
BrainOS	Autonomous navigation software
Safety Features	Safety sensors detect and maneuver around people, objects, and cliffs.
HARDWARE FEATURES	
Size	18.6 in x 17.9 in x 25.7 in 455 mm x 474 mm x 653 mm
Battery	Lithium ion; 23.7 Ah, 25.2V
Run Time	3 hours on a single charge
Dust Bag Capacity	4.0 L
HEPA Filtration	Yes
Noise Level	Normal mode 62 db
Consumable Parts	HEPA filters, dust bag, brush, home location code
Weight	Machine weight: 66 lbs / 30 kg Battery weight: 11 lbs / 5 kg
Cleaning Productivity	5000 ft ² - 6000 ft ² / hour 465 m ² - 557 m ² / hour
Max Speed	1.1 mph 1.8 km/h

SUPPLIES

Includes charger, home location code, vacuum motor, and other accessories.



Paper Bag
Easy disposal;
4L max capacity



Brush
Removable rotating brush,
auto height adjust

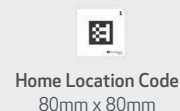
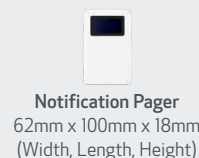


HEPA Filter
Captures 99.97% of PM2.5 particles,
including pollen and house dust



Battery
Replaceable
lithium ion battery

PARTS/FUNCTIONS



Canon
CANON SOLUTIONS AMERICA

1-800-815-4000 CSA.CANON.COM/WHIZ

Qty	Description	Unit Preferred Price	Unit CSMP S0.CO OF DUPAGE OMNIA NATIONAL 2018	Unit Sell Price
1	WHIZ ROBOTIC VACUUM CLEANER SET	\$27,400.00	\$25,250.00	\$20,975.41
1	WHIZ 2ND AND 3RD YEAR WARRANTY & SERVICE (REQUIRED @ POP)	\$4,800.00	\$4,875.00	\$3,674.52
1	WHIZ BY SOFTBANK ROBOTICS FOURTH YEAR WARRANTY AND MAINTENANCE (OPTIONAL EXTENSION FOR FOURTH YEAR ONLY)	\$2,400.00	\$2,437.50	\$1,837.27
1	WHIZ BY SOFTBANK ROBOTICS FIFTH YEAR WARRANTY AND MAINTENANCE (OPTIONAL EXTENSION FOR FIFTH YEAR ONLY)	\$2,400.00	\$2,437.50	\$1,837.27
1	WHIZ BY SOFTBANK ROBOTICS DEPLOYMENT BY LOCAL CANON SOLUTIONS AMERICA SERVICE TECHNICIAN	\$1,000.00	\$1,000.00	\$764.77
2	WHIZ BY SOFTBANK ROBOTICS LITHIUM ION BATTERY	\$1,725.00	\$1,500.00	\$1,147.16
1	WHIZ BY SOFTBANK ROBOTICS BATTERY CHARGER (2 SLOTS)	\$619.00	\$619.00	\$473.86
1	WHIZ BY SOFTBANK ROBOTICS SUPPLIES: 4L DUST BAG (10 PER ITEM CODE)	\$37.00	\$37.00	\$37.78
1	WHIZ BY SOFTBANK ROBOTICS SUPPLIES: BRUSH (1 PER ITEM CODE)	\$33.00	\$33.00	\$33.69
1	WHIZ BY SOFTBANK ROBOTICS SUPPLIES: HEPA FILTER (2 PER ITEM CODE)	\$25.00	\$25.00	\$25.53
Total				\$31,954.42

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

17. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Farmington Road from Orangelawn Avenue to Plymouth Road with the City's participation to be estimated at 9.075%, in the amount of \$118,936 from budgeted funds.

Todd Zilincik, 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

17.

Engineering
January 20, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Farmington Road from Orangelawn Avenue to Plymouth Road with the City's participation to be estimated at 9.075 , in the amount of \$118,936 from budgeted funds.

BACKGROUND

The Engineering Division is in receipt of an Intergovernmental Agreement (IGA) dated January 20, 2023 between Wayne County and the City of Livonia for the improvements of Farmington Road from Orangelawn Avenue to Plymouth Road. The total construction cost for this project is estimated at \$1,310,600 with the City of Livonia participation estimated at \$118,936. The following is the construction cost breakdown participation percentage: 81.85 Federal, 9.075 Wayne County and 9.075 for the City of Livonia. Wayne County provided Construction Engineering (CE) for this project.

This project includes hot mix asphalt surface and pavement removal, excavation and embankment, aggregate base, concrete pavement and storm sewer work along Farmington Road from 660' north of Orangelawn Avenue to Plymouth Road; including concrete sidewalk ramp, permanent signing and pavement marking work; and all together with necessary related work. The preliminary engineering and construction engineering for this project was paid for from Federal and County funds. Construction was started in mid-September and completed in late December. There are remaining punch list items to be completed.

RECOMMENDATION

Please refer to the Fiscal Consideration section and the attachment for additional information.

FISCAL CONSIDERATION

The proposed agreement has been reviewed by the Engineering Division and has been reviewed as to form by the Department of Law. Based on the above information, we respectfully recommend that the City Council proceed as follows:

Authorize the Mayor and the City Clerk to execute this agreement for and on behalf of the City of Livonia.

Authorize an expenditure of \$110,000 from funds budgeted in Account #202-463-818-125 (Major Street Fund – City Participation in MDOT and County Projects).

Authorize an additional appropriation and expenditure in the amount of \$8,937 from the Unexpended Fund Balance of the Major Road Fund (202).

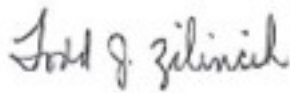
Authorize the City Engineer to approve minor adjustments in the work, as required.

Please note that Wayne County has also requested a deposit check in the amount of \$59,468 as a Working Capital Advance.

ATTACHMENTS

1. IGA - Farmington Road (Orangelawn Avenue to Plymouth Road)

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: January 24, 2023



Don Rohraff, Director of Public Works

Date: January 24, 2023



Michael Slater, Finance Director

Date: January 24, 2023



Paul Bernier, City Attorney

Date: January 24, 2023



Maureen Miller Brosnan, Mayor

Date: January 26, 2023

Warren C. Evans
County Executive



RECEIVED

JAN 20 2023

**CITY OF LIVONIA
ENGINEERING DEPARTMENT**

January 20, 2023

Via Email: snash@livonia.gov
tzilincik@livonia.gov

Susan M. Nash, City Clerk
Todd Zilincik, P.E., City Engineer
33000 Civic Center Drive
City Hall, 1st Floor
Livonia, MI 48154

Please find the attached cost sharing Intergovernmental Agreement (IGA) between the Charter County of Wayne and City of Livonia for the Improvements of Farmington Road from Orangelawn to Plymouth Road. If acceptable, please print 3 copies, sign and return with attached City Council Resolutions approving the Agreement, plus a check for the working capital Advance of \$59,468.00. This Agreement will need to be approved by the Wayne County Commission and executed by the County Executive Office. An original fully executed Agreement will be sent to the City when completed.

Should you have further questions please contact me at 313-801-0665 or email ako@waynecounty.com

Sincerely

Alan C. Ko, PE
Assistant Division Director-Engineering
Wayne County Department of Public Services

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

and

THE CITY OF LIVONIA

for

**Improvements of Farmington Road
from Orangelawn to Plymouth Road**

Wayne County Work Order No. 47132

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INTRODUCTION

THIS AGREEMENT, between the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the “COUNTY”) and the City of Livonia, Michigan, a municipal corporation (hereafter referred to as the “CITY”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the following road improvements on Farmington Road, which is a COUNTY road located in the CITY (hereinafter referred to as the “Project”):

PROJECT DESCRIPTION

Hot mix asphalt surface and pavement removal, excavation and embankment, aggregate base, concrete pavement and storm sewer work along Farmington Road from 660’ north of Orangelawn Street to Plymouth Road; including concrete sidewalk ramp, permanent signing and pavement marking work; and all together with necessary related work.

WHEREAS, Farmington Road is under the jurisdiction and control of the COUNTY, and is located within the CITY; and

WHEREAS, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

WHEREAS, the Project will significantly enhance the road system for the citizens of the COUNTY and the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of a written

Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** – The written contract between COUNTY and the CITY regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BID** – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a Bid for the Project.
- 1.5 **BIDDING DOCUMENTS** – The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 **CHANGE ORDER** – The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 **CONSTRUCTION ENGINEERING** – All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.
- 1.9 **CONSTRUCTION WORK** – All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed

by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.

- 1.10 ENGINEER – The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 PRELIMINARY ENGINEERING – All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.12 PROJECT COSTS – See Article 2.
- 1.13 QUALITY CONTROL TESTING – All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
- 1.14 WORKING CAPITAL ADVANCE – A non-interest bearing deposit by the CITY with the COUNTY, which will be used by the COUNTY for Project Costs.

ARTICLE 2 PROJECT COSTS

2.1 As herein used, the term “Project Costs”, shall include, but not be limited to, the cost of the Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras,

amendments, addenda, and/or bulletins.

2.2 The parties acknowledge that the construction Bids are subject to Change Orders.

ARTICLE 3 TERM OF CONTRACT

3.1 The effective date of this Agreement is upon approval of the Wayne County Commission and shall terminate on September 30, 2027 at 11:59 p.m.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 The CITY will provide all information for their utilities (i.e. As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.

4.2 The CITY will be solely responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

ARTICLE 5 WAYNE COUNTY'S RESPONSIBILITIES

5.1 The COUNTY shall perform all Preliminary Engineering.

5.2 The COUNTY shall arrange for the contract bidding, award of the contract and administer the contract.

5.3 The COUNTY shall perform all Construction Engineering.

5.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.

5.5 The COUNTY shall appoint an Engineer for the Construction Work for the Project.

5.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the CITY.

ARTICLE 6 COST SHARING

6.1 The parties hereto acknowledge that the current estimated Project Costs are One Million Five Hundred Seven Thousand One Hundred Ninety Dollars (\$1,507,190), the current estimated Construction Work costs are \$1,310,600 Dollars and the current estimated Construction Engineering and Quality Control Testing costs are \$196,590, as set forth in **Exhibit A**, which is based on estimated Project Costs.

6.2 The parties hereto acknowledge that Project Costs will be partially funded by federal aid up to 81.85% and that the balance of the Project Costs will be funded by the local share of \$273,555.

6.3 The COUNTY shall pay: 1) 50% of the local share of Construction Work cost; 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the County shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.4 The CITY shall pay: 1) 50% of the local share of Construction Work cost; 2) 0% of the local share of Construction Engineering and Quality Control Testing cost, and for that portion of the local share that exceeds 15% of the total Project Costs the CITY shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.5 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.

6.6 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

ARTICLE 7 PAYMENT TERMS

7.1 Upon execution of this Agreement by the CITY, the CITY shall provide a Working Capital Advance payment to the COUNTY in the amount of \$59,468, 50% of the CITY'S participation (as found in **Exhibit A** to this Agreement) in the total Project Cost.

7.2 The CITY shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).

7.3 The final project costs will be used to adjust the monetary value of the CITY's actual share of the Project Costs for the Project.

**ARTICLE 8
WAIVER**

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

**ARTICLE 9
FORCE MAJEURE**

9.1 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

**ARTICLE 10
HOLD HARMLESS**

10.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

10.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

10.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

ARTICLE 11
NOTICE

11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Director of Engineering/County Highway Engineer
Wayne County Department of Public Services
400 Monroe Street, 3rd Floor
Detroit, MI 48226

For the CITY:

Maureen Miller Brosnan, Mayor
33000 Civic Center Drive
Livonia, MI 48154

ARTICLE 12
TERMINATION

12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.

12.2 The CITY may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the CITY will not relieve the CITY of its share of the Project Costs incurred up to the date of termination of the Agreement.

12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 13 BINDING EFFECT/INTEGRATION

13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

13.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

13.3 This Agreement is effective only upon approval of the Charter County of Wayne and the CITY as evidenced by the attached Resolutions adopted by the Livonia City Council and the Wayne County Commission, and fully executed by all parties including the Wayne County Chief Executive Officer.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

SIGNED IN THE PRESENCE OF:

FOR COUNTY OF WAYNE

By: _____
 Warren C. Evans
Its: Chief Executive Officer
Date: _____

FOR THE CITY OF LIVONIA

By: _____
Maureen Miller Brosnan
Its: Mayor
Date: _____

APPROVED AS TO FORM:
By: _____/s/Jim Jernigan
DEPT OF CORPORATION COUNSEL
(12/19/22)

EXHIBIT A

Farmington / Orangelawn - Plymouth

		<u>PART A</u>
<u>Participation In Estimated CONSTRUCTION WORK</u>		
Total Estimated CONSTRUCTION WORK Cost		1,310,600
Estimated Federal Aid	81.85%	<u>1,072,726</u>
LOCAL SHARE (After Federal Aid)		237,874
LOCAL COMMUNITY Participation		
Livonia	9.075%	118,937
COUNTY Participation	9.075%	118,937
 <u>Participation In Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING</u>		
Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		196,590
Estimated Federal Aid		<u>160,909</u>
LOCAL SHARE (After Federal Aid)		35,681
LOCAL COMMUNITY Participation		
Livonia		0
COUNTY Participation		35,681
 <u>SUMMARY OF COST PARTICIPATION</u>		
GRAND TOTAL ESTIMATED PROJECT COST		1,507,190
Estimated Federal Aid		<u>1,233,635</u>
LOCAL SHARE (After Federal Aid)		273,555
LOCAL COMMUNITY Participation		
Livonia		118,937
COUNTY Participation		154,618
 <u>WORKING CAPITAL ADVANCE</u>		
Livonia		59,468

Resolution #

Motion by _____, Support by _____, that

Whereas, the City of Livonia believes quality roads are a vital part of any community, and

Whereas, certain improvements are necessary to Farmington Road to increase traffic safety and to encourage economic development, and

Whereas, the County of Wayne has committed to the improvement of the road in an area generally described as Farmington Road from Orangelawn to Plymouth Road and the City of Livonia will assist financially in the improvement of the road; and

Whereas, the City of Livonia will provide payment to the County of Wayne in the estimated amount of \$118,937 (which will be adjusted to reflect actual costs), as the City of Livonia' participation of the total Project Costs; and

Now, therefore be it resolved, that the Livonia City Council does hereby approve the proposed Agreement between the City of Livonia and County of Wayne for the improvement of Farmington Road from Orangelawn to Plymouth Road, and

Be it further resolved, that the Mayor and Clerk are authorized to execute the Agreement on behalf of the City of Livonia.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Livonia, County of Wayne, Michigan, at a meeting held on _____.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

18. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Merriman Road from Schoolcraft Road to Five Mile Road with the proposed City's participation to be estimated at 9.075%, in the amount of \$182,912 from budgeted funds.

Todd Zilincik, 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

18.

Engineering
January 20, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Merriman Road from Schoolcraft Road to Five Mile Road with the proposed City's participation to be estimated at 9.075 , in the amount of \$182,912 from budgeted funds.

BACKGROUND

The Engineering Division is in receipt of an Intergovernmental Agreement (IGA) dated January 20, 2023 between Wayne County and the City of Livonia for the improvements of Merriman Road from Schoolcraft Road to Five Mile Road. The total construction cost for this project is estimated at \$1,964,600 with the City of Livonia participation estimated at \$182,912. The following is the construction cost breakdown participation percentage: 81.85 Federal, 9.075 Wayne County and 9.075 for the City of Livonia. Wayne County provided Construction Engineering (CE) for this project.

This project consists of two (2) parts: Part A (Federal Participation) includes hot mix asphalt cold milling and resurfacing work along Merriman Road from Schoolcraft Road to Five Mile Road; including concrete pavement repair, concrete sidewalk ramp, permanent signing and pavement marking work; and all together necessary related work. Part B (No Federal Participation) includes an audio-video route survey, storm sewer cleanout and drainage structure cleaning along the limits described in Part A; and all together with necessary related work. The preliminary engineering and construction engineering for this project was paid for from Federal and County funds. Construction was completed in late October.

RECOMMENDATION

Please refer to the Fiscal Consideration section and the attachment for additional information.

FISCAL CONSIDERATION

The proposed agreement has been reviewed by the Engineering Division and has been reviewed as to form by the Department of Law. Based on the above information, we respectfully recommend that the City Council proceed as follows:

Authorize the Mayor and the City Clerk to execute this agreement for and on behalf of the City of Livonia.

Authorize an expenditure of \$155,000 from funds budgeted in Account #202-463-818-125

(Major Street Fund – City Participation in MDOT and County Projects).

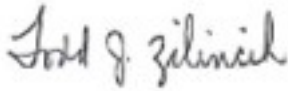
Authorize an additional appropriation and expenditure in the amount of \$27,912 from the Unexpended Fund Balance of the Major Road Fund (202).

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

ATTACHMENTS

1. IGA - Merriman Road (Schoolcraft to 5 Mile)

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: January 24, 2023



Don Rohraff, Director of Public Works

Date: January 24, 2023



Michael Slater, Finance Director

Date: January 24, 2023



Paul Bernier, City Attorney

Date: January 24, 2023



Maureen Miller Brosnan, Mayor

Date: January 26, 2023

Warren C. Evans
County Executive



RECEIVED
JAN 20 2023
CITY OF LIVONIA
ENGINEERING DEPARTMENT

January 20, 2023

Via Email: snash@livonia.gov
tzilincik@livonia.gov

Susan M. Nash, City Clerk
Todd Zilincik, P.E., City Engineer
33000 Civic Center Drive
City Hall, 1st Floor
Livonia, MI 48154

Please find the attached cost sharing Intergovernmental Agreement (IGA) between the Charter County of Wayne and City of Livonia for the Improvements of Merriman Road from Schoolcraft Road to Five Mile Road. If acceptable, please print 3 copies, sign and return with attached City Council Resolutions approving the Agreement, plus a check for the working capital Advance of \$91,456.00. This Agreement will need to be approved by the Wayne County Commission and executed by the County Executive Office. An original fully executed Agreement will be sent to the City when completed.

Should you have further questions please contact me at 313-801-0665 or email ako@waynecounty.com

Sincerely

Alan C. Ko, PE
Assistant Division Director-Engineering
Wayne County Department of Public Services

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

and

THE CITY OF LIVONIA

for

**Improvements of Merriman Road
from Schoolcraft Road to Five Mile Road**

Wayne County Work Order No. 47133

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INTRODUCTION

THIS AGREEMENT, between the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the “COUNTY”) and the City of Livonia, Michigan, a municipal corporation (hereinafter referred to as the “CITY”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the following road improvements on Merriman Road, which is a COUNTY road located in the CITY (hereinafter referred to as the “Project”):

PROJECT DESCRIPTION

Part A – Federal Participation

Hot mix asphalt cold milling and resurfacing work along Merriman Road from Schoolcraft to Five Mile; including concrete pavement repair, concrete sidewalk ramp, permanent signing and pavement marking work; and all together with necessary related work.

Part B – No Federal Participation

Audio-Video Route Survey, Storm sewer cleanout and drainage structure cleaning along the limits described in Part A; and all together with necessary related work.

WHEREAS, Merriman Road is under the jurisdiction and control of the COUNTY, and is located within the CITY; and

WHEREAS, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

WHEREAS, the Project will significantly enhance the road system for the citizens of the

COUNTY and the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of a written Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** – The written contract between COUNTY and the CITY regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BID** – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a Bid for the Project.
- 1.5 **BIDDING DOCUMENTS** – The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 **CHANGE ORDER** – The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 **CONSTRUCTION ENGINEERING** – All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant

services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.

- 1.9 CONSTRUCTION WORK – All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project. Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.
- 1.10 ENGINEER – The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 PRELIMINARY ENGINEERING – All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.12 PROJECT COSTS – See Article 2.
- 1.13 QUALITY CONTROL TESTING – All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
- 1.14 WORKING CAPITAL ADVANCE – A non-interest bearing deposit by the CITY with the COUNTY, which will be used by the COUNTY for Project Costs.

ARTICLE 2 PROJECT COSTS

- 2.1 As herein used, the term “Project Costs”, shall include, but not be limited to, the

cost of the Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.

2.2 The parties acknowledge that the construction Bids are subject to Change Orders.

ARTICLE 3 TERM OF CONTRACT

3.1 The effective date of this Agreement is upon approval of the Wayne County Commission and shall terminate on September 30, 2027 at 11:59 p.m.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 The CITY will provide all information for their utilities (i.e. As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.

4.2 The CITY will be solely responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

ARTICLE 5 WAYNE COUNTY'S RESPONSIBILITIES

5.1 The COUNTY shall perform all Preliminary Engineering.

5.2 The COUNTY shall arrange for the contract bidding, award of the contract and administer the contract.

5.3 The COUNTY shall perform all Construction Engineering.

5.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.

5.5 The COUNTY shall appoint an Engineer for the Construction Work for the Project.

5.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the CITY.

ARTICLE 6 COST SHARING

6.1 The parties hereto acknowledge that the current estimated Project Costs are Two Million One Hundred Sixty Six Thousand Seven Hundred Fifty Five Dollars (\$2,166,755), the current estimated Construction Work costs are \$1,964,600, and the current estimated Construction Engineering and Quality Control Testing costs are \$202,155, as set forth in **Exhibit A**, which is based on estimated Project Costs.

6.2 The parties hereto acknowledge that Part A Project Costs will be partially funded by federal aid up to 81.85% and that the balance of the Project Costs for Part A and Part B will be funded by the local share of \$403,468.

6.3 The COUNTY shall pay: 1) 50% of the local share of Part A and Part B Construction Work cost; 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the County shall pay 50% of the excess local share of

any Construction Engineering and Quality Control Testing.

6.4 The CITY shall pay: 1) 50% of the local share of Part A and Part B Construction Work cost; 2) 0% of the local share of Construction Engineering and Quality Control Testing cost, and for that portion of the local share that exceeds 15% of the total Project Costs the CITY shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.5 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.

6.6 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

ARTICLE 7 PAYMENT TERMS

7.1 Upon execution of this Agreement by the CITY, the CITY shall provide a Working Capital Advance payment to the COUNTY in the amount of \$91,456, 50% of the CITY'S participation (as found in **Exhibit A** to this Agreement) in the total Project Cost.

7.2 The CITY shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).

7.3 The final project costs will be used to adjust the monetary value of the CITY's actual share of the Project Costs for the Project.

**ARTICLE 8
WAIVER**

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected officials enjoy under applicable statutory or common law.

**ARTICLE 9
FORCE MAJEURE**

9.1 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

**ARTICLE 10
HOLD HARMLESS**

10.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

10.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

10.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

ARTICLE 11
NOTICE

11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Director of Engineering/County Highway Engineer
Wayne County Department of Public Services
400 Monroe Street, 3rd Floor
Detroit, MI 48226

For the CITY:

Maureen Miller Brosnan, Mayor
33000 Civic Center Drive
Livonia, MI 48154

ARTICLE 12
TERMINATION

12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.

12.2 The CITY may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the CITY will not relieve the CITY of its share of the Project Costs incurred up to the date of termination of the Agreement.

12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 13 BINDING EFFECT/INTEGRATION

13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

13.2 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

13.3 This Agreement is effective only upon approval of the Charter County of Wayne and the CITY as evidenced by the attached Resolutions adopted by the Livonia City Council and the Wayne County Commission, and fully executed by all parties including the Wayne County Chief Executive Officer.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

SIGNED IN THE PRESENCE OF:

FOR COUNTY OF WAYNE

By: _____
Warren C. Evans
Its: Chief Executive Officer
Date: _____

FOR THE CITY OF LIVONIA

By: _____
Maureen Miller Brosnan
Its: Mayor
Date: _____

APPROVED AS TO FORM:
By: /s/Jim Jenrigan
DEPT OF CORPORATION COUNSEL
(12/19/22)

EXHIBIT A

Merriman / Schoolcraft - Five Mile

Part A – Federal Participation

Part B – No Federal Participation

		PART A	PART B	TOTAL
Participation In Estimated CONSTRUCTION WORK				
Total Estimated CONSTRUCTION WORK Cost		1,953,300	11,300	1,964,600
Estimated Federal Aid	81.85%	1,598,776	0	1,598,776
LOCAL SHARE (After Federal Aid)		354,524	11,300	365,824
LOCAL COMMUNITY Participation				
Livonia	9.075%	177,262	5,650	182,912
COUNTY Participation	9.075%	177,262	5,650	182,912
Participation In Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING				
Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		200,994	1,162	202,155
Estimated Federal Aid		164,513	0	164,513
LOCAL SHARE (After Federal Aid)		36,480	1,162	37,642
LOCAL COMMUNITY Participation				
Livonia		0	0	0
COUNTY Participation		36,480	1,162	37,642
SUMMARY OF COST PARTICIPATION				
GRAND TOTAL ESTIMATED PROJECT COST		2,154,294	12,462	2,166,755
Estimated Federal Aid		1,763,289	0	1,763,289
LOCAL SHARE (After Federal Aid)		391,005	12,463	403,468
LOCAL COMMUNITY Participation				
Livonia		177,262	5,650	182,912
COUNTY Participation		213,742	6,812	220,554
WORKING CAPITAL ADVANCE				
Livonia		88,631	2,825	91,456

Resolution #

Motion by _____, Support by _____, that

Whereas, the City of Livonia believes quality roads are a vital part of any community, and

Whereas, certain improvements are necessary to Merriman Road to increase traffic safety and to encourage economic development, and

Whereas, the County of Wayne has committed to the improvement of the road in an area generally described as Merriman Road from Schoolcraft Road to Five Mile Road and the City of Livonia will assist financially in the improvement of the road; and

Whereas, the City of Livonia will provide payment to the County of Wayne in the estimated amount of \$220,544 (which will be adjusted to reflect actual costs), as the City of Livonia' participation of the total Project Costs; and

Now, therefore be it resolved, that the Livonia City Council does hereby approve the proposed Agreement between the City of Livonia and County of Wayne for the improvement of Merriman Road from Schoolcraft Road to Five Mile Road and

Be it further resolved, that the Mayor and Clerk are authorized to execute the Agreement on behalf of the City of Livonia.

YEAS:

NAYS:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Livonia, County of Wayne, Michigan, at a meeting held on _____.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

19. REQUEST TO EXTEND CONTRACT WITH MICHIGAN JOINT SEALING, INC.: Engineering Division, re: for the 2023 Joint and Crack Sealing Program (Contract 23-D) at the unit prices from the 2021 contract unit prices, from budgeted funds. (CR 107-21)

Todd Zilincik, 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

19.

Engineering
February 2, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO EXTEND CONTRACT WITH MICHIGAN JOINT SEALING, INC.: Engineering Division, re: for the 2023 Joint and Crack Sealing Program (Contract 23-D) at the unit prices from the 2021 contract unit prices, from budgeted funds. (CR 107-21)

BACKGROUND

The Engineering Division has finalized the locations for the 2023 Joint and Crack Sealing Program. In order to control costs and to continue to offer our residents quality workmanship, the Engineering Division approached our contractor from the 2014 – 2022 Joint and Crack Sealing Programs, Michigan Joint Sealing, Inc. for consideration to extend the Contract 21-D unit prices as our contractor for Contract 23-D. They are willing to honor their unit prices from the 2021 Joint and Crack Sealing Program (Contract 21-D). Please note that they are a local contractor that has completed repairs for the City of Livonia in the past, including 2008 thru 2010 and 2014 thru 2022.

We are recommending extending the Contract 21-D unit prices for Contract 23-D to Michigan Joint Sealing, Inc. with a budget of \$250,000 for the completion of the 2023 Joint and Crack Sealing Program, Contract 23-D. Work is anticipated to begin in mid- August and be completed on or before October 31, 2023. This contract will be bid-out again in 2024.

RECOMMENDATION

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

FISCAL CONSIDERATION

In order to proceed with this project, we recommend that the Council take the following actions:

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

Extend Contract 21-D unit prices for Contract 23-D, 2023 Joint and Crack Sealing Program in the amount of \$250,000 to Michigan Joint Sealing, Inc., 28830 West Eight Mile Road, Suite 103, Farmington Hills, MI 48336. The award should be on the basis of the bid unit prices from 2021, Contract 21-D, said amount to be adjusted based upon the quantities of work actually completed.

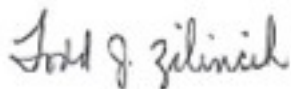
Authorize an expenditure from budgeted funds of \$250,000 (\$62,500 from Account No. 202-463-818-117 for Major Roads and \$187,500 from Account No. 203-463-818-117 for Local Roads).

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

ATTACHMENTS

1. 2-1-23 Michigan Joint Sealing Letter
2. Bid Tab 21-D
3. CR 107-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 02, 2023



Don Rohraff, Director of Public Works

Date: February 02, 2023



Michael Slater, Finance Director

Date: February 02, 2023



Paul Bernier, City Attorney

Date: February 02, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023

MICHIGAN JOINT SEALING, INC.

28830 W. 8 MILE
FARMINGTON HILLS, MI 48336

February 1, 2023

City of Livonia
Engineering
33000 Civic Center Drive
Livonia, MI. 48154

ATTN: Todd Zilincik

RE: 2023 Joint and Crack Sealing Program (23D)

Dear Sir,

Michigan Joint Sealing will extend our 2021 unit pricing for the 2023 Joint and Crack Sealing Program.

If will need anything further, please contact our office at (248) 476-4120

Respectfully,
Michigan Joint Sealing, Inc.

A handwritten signature in blue ink, appearing to read 'DKB', with a stylized flourish extending to the right.

David K. Bacci, Operations

**CITY OF LIVONIA
2021 PAVEMENT JOINT AND CRACK SEALING PROGRAM
CONTRACT 21-D
BID TABULATION**

March 10, 2021			Michigan Joint Sealing, Inc. 28830 W. Eight Mile Suite 103 Farmington Hills, MI 48336 Phone: 248.476.4120 Contact: Kimberly Sinischo		Scodeller Construction, Inc. 51722 Grand River Ave. Wixom, MI 48393 Phone: 248.374.1102 Contact: Adam Hartley		Carr's Outdoor Services, Inc. 48910 Ford Road Canton, MI 48187 Phone: 734.459.8880 Contact: Timothy A. Carr	
Item	Description	Quantity L.F.	Unit Price	Total	Unit Price	Total	Unit Price	Total
	1 Cleaning and Sealing Joints and Cracks (Hot Poured Rubber)	147,300.00	\$0.71	\$104,583.00	\$0.81	\$119,313.00	\$0.88	\$129,624.00
	2 Cleaning and Sealing Joints and Cracks (Overband)	136,000	\$0.31	\$42,160.00	\$0.41	\$55,760.00	\$0.48	\$65,280.00
	3 Cleaning and Sealing Joints and Cracks (Mastic One)	1,750	\$6.85	\$11,987.50	\$12.30	\$21,525.00	\$2.07	\$3,622.50
	4 Cleaning and Sealing Joints and Cracks (SL1 or equivalent)	500	\$3.00	\$1,500.00	\$4.00	\$2,000.00	\$3.10	\$1,550.00
	5 Inspector Days @ \$500 each (Based on 8 hour day)	10	10 Days \$500.00	\$5,000.00	20 Days \$500.00	\$10,000.00	20 Days \$500.00	\$10,000.00
Total Proposal			\$165,230.50		\$208,598.00		\$210,076.50	

Bids Advertised: Livonia Observer; MITN

Bids Opened - March 9, 2021

Corrected by Engineering

Additional Bidders:

Hutch Paving, Inc.
3000 E. Ten Mile Road
Warren, MI 48091
586-427-7283
Colton Oedy
35 days inspection
\$259,835.00

#107-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated March 10, 2021, which bears the signatures of the Director of Finance and the Director of Public Works, and is approved for submission by the Mayor, the Council does hereby accept the unit price bid of Michigan Joint Sealing, Inc., 28830 W. Eight Mile Road, Suite 103, Farmington Hills, MI 48336, for performing all work required in connection with the 2021 Pavement Crack and Joint Sealing Program (Contract 21-D) for the estimated total cost of \$165,230.50; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$105,230.50 from funds budgeted in Account No. 203-463-818-117 (Local Roads) and \$60,000.00 from funds budgeted in Account No. 202-463-818-117 (Major Roads) for this purpose; FURTHER, the Council does hereby authorize a transfer of budgeted funds in an amount not to exceed \$10,000.00 from Account No. 202-463-818-118 (Lane Line Marking) to Account No. 203-463-181-117 (Joint and Crack Sealing) for this purpose; FURTHER, the foregoing amounts are based upon the Engineering Division's estimate of units involved, and are subject to final payments based upon the actual units completed in accordance with the unit prices accepted herein, said estimated costs and unit prices having been in fact the lowest bid received and meets all specifications; FURTHER, the Council does hereby authorize a two-year contract extension for years 2022 and 2023 at the same unit prices upon satisfactory completion of the 2021 award; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract with the aforesaid company, approved as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

20.REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH OHM ADVISORS (OHM) FOR DESIGN ENGINEERING SERVICES FOR THE 2023 WATER MAIN REPLACEMENT PROJECT; Engineering Division, re: same (CR 336-21).

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

Councilmember Donovic asked if the plan is to get \$6,000,000.00 of work done in the next year and a half and where the money would come from. He also asked if it would be another \$6,000,000.00 next year.

Todd Zilincik indicated that is the plan and it will come from the 592 Water and Sewer Fund. He said they expect three to five million next year but won't know what funding will be available until the time comes.

Councilmember Donovic offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

20.

Engineering
February 2, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH OHM ADVISORS (OHM) FOR DESIGN ENGINEERING SERVICES FOR THE 2023 WATER MAIN REPLACEMENT PROJECT; Engineering Division, re: same (CR 336-21).

BACKGROUND

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021 to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we recommend that OHM Advisors (OHM) serve as our design engineering consultant for the 2023 Water Main Replacement Project.

The OHM design engineering services will include the preparation of the general plan of the water main to be completed, with sufficient detail to obtain the necessary permits from EGLE and Wayne County. The project will encompass approximately three (3) miles of water main replacement. The work consists of replacing 6-inch water mains with new 8-inch water mains and also includes replacing portions of 8-inch, 12-inch, 16-inch, 24-inch and 30-inch mains with like sizes. Portions of Sections 14, 15 and 16 are included in this project, with special emphasis on areas 7a, 7b, 8a, 8b and 9b. These areas are noted on the attached map. Please see the attached proposal dated January 24, 2023 from OHM for additional information.

The construction cost for this project is estimated at \$6,083,000. The construction engineering and the contract administration costs will be determined after the project is bid out.

RECOMMENDATION

Please refer to the Fiscal Consideration section and the attachments for additional information.

FISCAL CONSIDERATION

In order to proceed with the design phase, it is respectfully recommended that the City Council take the following actions:

Award OHM Advisors (OHM), 34000 Plymouth Road, Livonia, Michigan 48150, the designation of design consultant to provide engineering services for the 2023 Water Main Replacement Project.

Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with

OHM Advisors in the not-to-exceed amount of \$365,000 for the design engineering services for the 2023 Water Replacement Project.

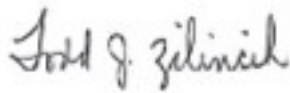
Authorize an expenditure in the amount of \$365,000 from budgeted funds in account no. 592-158-034, Water Main Project.

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

ATTACHMENTS

1. 2023 WM System Improvement 01.24.2023 - rev
2. CR 336-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 02, 2023



Don Rohraff, Director of Public Works

Date: February 03, 2023



Michael Slater, Finance Director

Date: February 03, 2023



Paul Bernier, City Attorney

Date: February 03, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023

ARCHITECTS. ENGINEERS. PLANNERS.

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CITY OF LIVONIA

2023 WATER MAIN REPLACEMENT PROJECT

PROJECT UNDERSTANDING

The CITY wishes to replace various sections of water main within Sections 14, 15 and 16 of the City of Livonia to increase the system reliability. The new water main will be a minimum 8" diameter water main installed primarily by pipe-bursting method, with some directional drill and open cut sections. This project will also include all new valves, hydrants, and water service connections. Any found lead service lines will be replaced per EGLE requirements. It is anticipated, where feasible, that new water main will be installed within the greenbelt area between the edge of the roadway and sidewalk.

CONSULTANT will prepare plans & profiles per EGLE requirements and a typical cross section for the water main replacement. It is anticipated that given the nature of the proposed improvements, the level of detail on the plans can be kept to a minimum. CONSULTANT will prepare base plans using CITY supplied GIS data, aerial imagery, franchise utility information, record drawings and topographical survey, as needed. A general plan for the water main replacement will be completed, with sufficient detail to obtain a 399 permit for construction from EGLE, a Wayne County ROW Permit and other applicable permits.

Existing driveway approaches impacted by the water main installation will be replaced. Concrete driveways will be replaced with concrete, asphalt and gravel driveways will be replaced with asphalt.

Concrete sidewalk or asphalt pathways will be replaced as needed to install the water main with provisions for the installation of ADA ramps within the project areas. The intent is to end construction at the end of radii and stay within the CITY'S rights-of-way when possible. However, the water main within the Farmington, Merriman, Middlebelt, Five Mile and Six Mile Road right-of-ways will require a permit from the Wayne County Department of Public Services (WCDPS). Minimal soil erosion control measures are anticipated and will be illustrated on a soil erosion control plan. Turf restoration is generally anticipated to be accomplished with topsoil, seed and mulch, with isolated use of sod.

The project is anticipated to be funded through City of Livonia water funds. The project areas targeted in the Capital Improvements Plan are Projects 7, 8 & 9. These project areas equate to an estimated construction cost of \$6,083,000. It is anticipated that plans and specifications for the following projects will bid as a single bid package for construction in FY 2023:

	<u>Title</u>	<u>Est. Construction Cost</u>
Project 7a	Phase 1: Farmington Road Replacement (Sec. 15 & 16)	\$ 3,998,000

<i>Project 7b</i>	Bell Creek Lane & Bloomfield Street Replacement (Sec. 15)	\$ 1,108,000
<i>Project 8a</i>	Merriman Road and Six Mile Road Replacement (Sec. 14 & 15)	\$ 276,000
<i>Project 8b</i>	Bell Creek Estates Subdivision Replacement (Sec. 15)	\$ 310,000
<i>Project 9b</i>	Greenland Street Replacement (Sec. 14)	\$ 391,000
Total		\$ 6,083,000

CITY staff and CONSULTANT recommend that the replacements be bid together to allow for one contractor to work within Sections 14, 15 and 16 of the City. This division of improvements will be analyzed further during design and is subject to revision depending on current market conditions and scheduling of projects near to/adjacent to these areas.

Engineering services are divided into two (2) phases. Phase 1 includes design, bidding and permitting for each of the project areas. Phase 2 includes construction engineering and contract administration and will be presented in a separate contract supplement after the contract is let for bidding.

PHASE 1: DESIGN, BIDDING AND DWSRF ADMINISTRATION

Task 1: PROJECTS 7A, 7B, 8A, 8B, 9B

The projects consist of replacing water main along Farmington Road (Sections 15 & 16); Bell Creek Lane and Bloomfield Street (Section 15); along Merriman ending at the 6 Mile Road intersection (Sections 14 & 15); along Grove Street (Section 15) and along Greenland Street (Section 14). The new water main for neighborhood installation will be a minimum 8" diameter water main installed primarily by pipe bursting methods.

The work to be completed under this project will include the replacement of the public water system along the streets listed below:

Water Main Replacement along Farmington Road (Project Plan #7A):

1) Farmington Road from 5 Mile Road to just south of 6 Mile Road

Total: 9,079 linear feet of replacement (2,493 linear feet of 8-inch, 151 linear feet of 12-inch, 3,096 linear feet of 16-inch, 198 linear feet of 24-inch, and 3,141 linear feet of 30-inch Mains)

Water Main Replacement along Bell Creek Lane and Bloomfield Street (Project Plan #7B):

- 1) **Bell Creek Lane** from Farmington Road to 6 Mile Road
- 2) **Bloomfield Street** from Farmington Road to Bell Creek Lane

Total: 4,289 linear feet of replacement (6-inch Mains with new 8-inch Mains)

Water Main Replacement along Merriman Road (Project Plan #8A):

- 1) **Merriman Road** from Grove Street to 6 Mile Road, including 6 Mile Road intersection

Total: 817 linear feet of replacement (12-inch Mains)

Water Main Replacement within the Bell Creek Estates Subdivision (Project Plan #8B):

- 1) **Grove Drive** from Dead End to Merriman Road

Total: 957 linear feet of replacement (8-inch Mains)

Water Main Replacement for Greenland Street (Project Plan #9B):

- 1) **Greenland Street** from Middlebelt to approx. 1,200 feet toward the West

Total: 1,207 linear feet of replacement (6-inch Mains with new 8-inch Mains)

No improvements to the existing sanitary sewer system or significant drainage improvements are included in this scope of work. There does not appear to be any regulated or non-regulated wetlands directly affected by this project. Wetland investigation and/or wetland permitting is not included.

More specifically, the CONSULTANT will:

Preliminary Engineering

1. Organize and attend a pre-design meeting with the CITY.
2. Obtain proposal from subconsultant to conduct an on-site soils investigation within the project area (estimated professional services amount included in the proposed fee listed in payments to consultant).
3. Meet with the CITY for review and approval of the preliminary design.
4. Conduct a field visit to the project area to identify constructability issues and identify potential field problems.
5. Determine additional required permits needed to construct project other than an EGLE permit for water main and right-of-way permits from WCDPS.
6. Notify known utility agencies of the proposed work, check the existing known utilities, public and private, within the project limits for project conflicts, and coordinate potential relocations. Setup and facilitate a utility coordination meeting to include coordination of private utility replacements.

7. Prepare a preliminary engineer's opinion of probable cost and review possible alternatives with the CITY.

Construction Plans and Specifications

8. CONSULTANT will prepare base plans based on GIS data, aerial imagery, franchise utility information, and record drawings. The base plan will be prepared using at a minimum AutoCAD 2018 Format.
9. Supplemental topographical survey work will be performed to tie-down ROW information and critical water main connection points. Additionally, if tree removal is determined to be necessary to facilitate construction, trees proposed to be removed will be identified and size & species information will be noted.
10. Design and preparation of engineering construction drawings for the proposed road and water main improvements. This will include a cover sheet, construction plan, profiles, quantity takeoffs, and typical cross-sections.
11. Prepare necessary technical specifications, unit price section, and a bid form for the proposed work. Compile a project manual with all necessary contract documents.
12. Attend two (2) plan review meetings with the CITY when plans are at approximately 50% and 90% completion.
13. Apply for WCDPS ROW and EGLE water main permits.
14. Prepare a final engineer's opinion of probable cost.
15. Attend a public information meeting, either virtual or in-person.

Project Procurement

16. Prepare contact documents including specifications and itemized bid form.
17. Prepare bid tabulations spreadsheet and provide recommendations for awarding the contract. Following review, revise documents and submit final electronic copies of contract document package for bidding on Michigan Inter-governmental Trade Network (MITN) and up to ten (10) hard copies. Prepare estimate of probable construction cost.
18. Should any of the proposed work appear to impact private utilities, CONSULTANT will notify utility companies of possible impact.



CITY OF LIVONIA

2023 WATER MAIN REPLACEMENT PROJECT

CONSULTANT shall provide services for the Phases and Tasks outline on Supplement A according to the approximate timeframe below.

Key dates are shown in the following schedule:

Milestone	Date
Authorization	February 2023
Project Permits.....	March 2023
Final Plans and Specifications	March 2023
Bidding Advertisement	April 2023
Bid Opening	May 2023

Detailed schedules for construction will be developed during the design phase. It is anticipated that construction would generally begin in June 2023 and be substantially completed in December 2023, with minor restoration items to be completed in Spring of 2024.



CITY OF LIVONIA

2023 WATER MAIN REPLACEMENT PROJECT

Design Phase

The CITY agrees to pay the CONSULTANT on an hourly basis, billed monthly, per the 2022 Rate Schedule at the not-to-exceed amount of three hundred sixty-five thousand dollars and zero cents (\$365,000)

This amount is based on *Attachment A to QBS Contract: Engineering Fees by Construction Value and Type of Project* and a proposed construction amount of \$6,083,000.

Additional Services

Additional services, if approved by City Council, shall be paid at the current hourly rate schedule or at an agreed upon price between the CITY and CONSULTANT.

Notes

- Invoices shall be submitted monthly.
- 2023 Hourly Rate Schedule is attached for reference.



Supplement C – Payments to Consultant

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$195.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$178.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$162.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$152.00
Project Specialist III	\$180.00
Project Specialist II	\$160.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$153.00
Graduate Engineer III	\$145.00
Graduate Engineer II	\$140.00
Graduate Engineer I	\$130.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$140.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$122.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$115.00
Technician IV	\$148.00
Technician III	\$130.00
Technician II	\$115.00
Technician I	\$96.00
Engineering / Architectural / Interior Design Aide	\$75.00
Professional Surveyor III	\$170.00
Professional Surveyor II	\$158.00
Professional Surveyor I	\$142.00
Graduate Surveyor	\$128.00
Surveyor III	\$130.00
Surveyor II	\$115.00
Surveyor I	\$100.00
Surveyor Aide	\$75.00
Planner IV	\$163.00
Planner III	\$150.00
Planner II	\$127.00
Planner I	\$110.00
Planner Aide	\$72.00
Graphic Designer	\$120.00
Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$198.00

2023 Project Map

Areas 7, 8 & 9

Legend

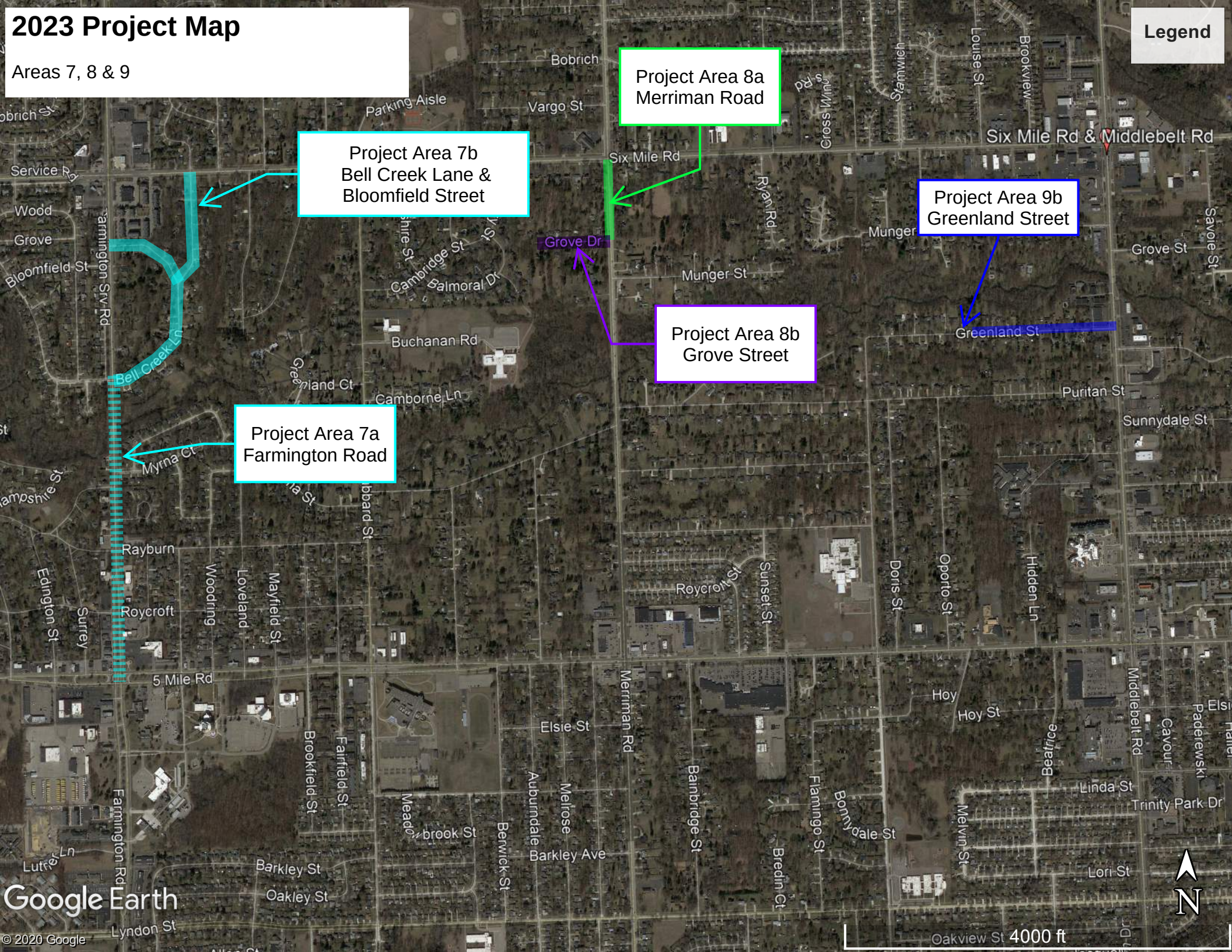


EXHIBIT A
PROJECT SPECIFIC SCOPE OF SERVICES, PROJECT SCHEDULE, PAYMENTS
TO CONSULTANT

The information contained in this Exhibit applies only to the following project:

Project Title:
2023 WATER MAIN REPLACEMENT PROJECT

Dated: _____, 2023

This is an Exhibit to the Professional Services Contract dated December 1, 2021 between the City of Livonia, and Orchard, Hiltz & McCliment, Inc. (OHM Advisors), whose address is 34000 Plymouth Road, Livonia, MI 48150.

This Exhibit acts as a duly executed written instrument that amends, supplements, modifies, or cancels certain portions of the contract, as provided in Article 8.01 of the contract.

A. SCOPE OF SERVICES

CONSULTANT is requested to provide Design and Construction Phase Services for the proposed improvements in accordance with attached Supplement A, dated January 24, 2023.

B. PROJECT SCHEDULE

The Project Schedule is attached as Supplement B, dated January 24, 2023.

C. PAYMENTS TO CONSULTANT

CONSULTANT shall be paid on an hourly basis up to an amount not-to-exceed three hundred sixty-five thousand dollars and zero cents (\$365,000) in accordance with the tasks and payment terms on Supplement C, dated January 24, 2023.

In Witness Whereof, the City and Consultant, by and through their duly authorized officers and representatives, have executed this Contract.

In the Presence of:

CITY OF LIVONIA, a Michigan
Municipal Corporation

By: _____
Maureen Miller Brosnan, Mayor

By: _____
Susan M. Nash, City Clerk

In the Presence of:

OHM Advisors

By: _____
Rhett A. Gronevelt, PE

Approved:

Its: Principal

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, PE
City Engineer

Approved:

Pursuant to Council Resolution

No.: _____

Michael Slater
Director of Finance

Approved:

Adopted on: _____

Paul A. Bernier
Department of Law

Regular Minutes of November 22, 2021

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said street is accepted into the City's local street system and is located within a right-of-way under the control of the City of Livonia and that said street was open to the public as of December 31, 2021.

#336-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 26, 2021, submitted pursuant to Council Resolution No. 365-16, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, requesting to extend the Qualification-Based Selection (QBS) contracts with OHM Advisors, Hubbell, Roth and Clark, Inc., Spalding Dedecker Associates, Inc. and Anderson, Eckstein and Westrick, Inc., for a period of five (5) years, for future proposals relating to professional engineering consulting services, the Council does hereby accept the proposal to extend the qualification based-selection (qbs) contracts with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Hubbell, Roth and Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48303-0824, Spalding Dedecker Associates, Inc., 905 South Boulevard East, Rochester Hills, MI 48307-5358, and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, for a five (5) year period ending November 30, 2026, to perform Professional Engineering Services on various Federal, State and Locally funded roads, bridges, storm sewers, sanitary sewers, water mains, traffic signal modernization and pedestrian signal upgrades and other related projects; FURTHER, the Mayor and City Clerk are hereby authorized to execute contracts for and on behalf of the City of Livonia with the aforesaid companies and to do all other things necessary or incidental to the full performance of this resolution; and all QBS contracts based on scope and contract amount for each future individual project will be brought before the City Council for funding approval.

#337-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 29, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, the Council does hereby approve the proposed 2022 Road Repair Program as proposed by the Department of Public Works and as reviewed by the Citizens Advisory Committee on Roads for the tenth year of the ten-year road paving millage approved by Livonia residents, as shown in the attachment to that report.

#338-21 WHEREAS, the Mayor and City Council of the City of Livonia believe quality roads are a vital part of any community; and

WHEREAS, the City of Livonia has a Citizens Advisory Committee on Roads which identifies City streets most in need of repair in order to

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

21. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE PROPOSED 2023 SIDEWALK REPAIR PROGRAM BY EXTENDING CONTRACT 22-G UNIT PRICES WITH JOE ROTONDO CONSTRUCTION CORPORATION AND REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division, re: for Contract 23-G which includes 422 scattered locations throughout the City, as well as 128 locations in Sections 1 through 6.

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

Vice President Toy offered an approving resolution for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

21.

Engineering
February 2, 2023

MEETING DATE

S021323/R022723

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND APPROVE THE PROPOSED 2023 SIDEWALK REPAIR PROGRAM BY EXTENDING CONTRACT 22-G UNIT PRICES WITH JOE ROTONDO CONSTRUCTION CORPORATION AND REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division, re: for Contract 23-G which includes 422 scattered locations throughout the City, as well as 128 locations in Sections 1 through 6.

BACKGROUND

The Engineering Division has finalized the inspections for the 2023 Sidewalk Repair Program. The proposed 2023 Sidewalk Repair Program consists of approximately 422 scattered locations throughout the City that were generated through resident complaints and requests, as well as 128 locations in Sections 1 through 6 that were identified by Spalding DeDecker as having 2" or greater vertical separations. The list indicating where sidewalks require installation, repair and/or replacement adjacent to private property is included. This year's program consists of a total of approximately 550 locations.

The Engineering Division was approached by Joe Rotondo Construction Corp. in an effort to continue to control costs and offer our residents quality workmanship by extending the Contract 22-G unit prices for Contract 23-G. Please note that the Joe Rotondo Construction Corp. is a local contractor and has completed concrete repairs for the City of Livonia over the past several years, including the Sidewalk Programs from 2006 through 2011 and 2013 through 2022.

They are willing to honor their unit prices for the 2022 Sidewalk Repair Program (Contract 22-G) with the exception of the concrete unit prices for various thickness of sidewalk and for ADA Sidewalk Ramps. It should be noted that material costs for concrete per cubic yard have increased again this year. They are requesting to pass along only the increase of concrete material and fuel costs consisting of approximately 15¢ for a few specific bid items. Please see attached letter dated February 1, 2023 from Joe Rotondo Construction Corp.

We are recommending extending the Contract 22-G unit prices for Contract 23-G, except for the bid items 1 through 5, 8, 9, 11, 20 and 23.

Therefore, we are recommending extending the Contract 22-G unit prices with Joe Rotondo Construction Corp. to complete the sidewalk repairs for the 2023 Sidewalk Repair Program, Contract 23-G. In addition, we are continuing to utilize Precision Concrete, Inc. to provide a cost-effective measure of eliminating vertical displacements by saw cutting them at various locations throughout the City of Livonia.

The total project cost is in the amount of \$990,113.92 which includes a 10 administrative fee (\$88,646.72) and the contract amount of \$901,467.20 (Rotondo (\$886,467.20 and Precision Concrete Cutting \$15,000).

RECOMMENDATION

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

FISCAL CONSIDERATION

In order to proceed with this project, we recommend that the Council take the following actions:

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

Extend contract 22-G unit prices for Contract 23-G, 2023 Sidewalk Repair Program in the amount of \$886,467.20 to Joe Rotondo Construction Corp., 38807 Ann Arbor Road, Suite 2, Livonia, MI 48150. The award should be on the basis of the bid unit prices from 2022, Contract 23-G with the exception of revised unit prices for bid items 1 through 5, 8, 9, 11, 20 and 23 (concrete sidewalk of various thickness of 4, 6 or 8-inches, 7-inch road pavement, removal and replacement of concrete curb and gutter, placement of 6-inch ADA ramps with 4 foot by 2 foot inserts or 5 foot by 2 foot inserts, removal of 4" – 6" sidewalk or approach, placement of 4" – 6" concrete sidewalk with integral curb and adjustment of sanitary structure) and agreed upon inspector days of 110 based on quantities, said amount to be adjusted based upon the quantities of work actually completed.

Authorize a payment not-to-exceed \$15,000.00 to Precision Concrete Inc., 1896 Goldeneye Drive, Holland, MI 49424 for the saw cutting portion of the contract.

Authorize an advance of \$164,798.26 (single lot assessments portion of the program) from the Road, Sidewalk and Tree Fund with the provision that this fund be reimbursed from that portion of the project which is to be financed by special assessment at such time as funds are subsequently received for the payment of bills as assessments by affected property owners.

Authorize an expenditure from budgeted funds of \$9,842.00 from Account No. 202-451-977-010 (Major Road – Dist. Sidewalk Cost) and \$119,704.25 from Account No. 203-451-977-010 (Local Road - Dist. Sidewalk Cost) to cover the costs related to the construction or reconstruction of handicap ramps at major and local roads.

Authorize an expenditure of \$18,803.30 from the Unexpended Fund Balance of the Water and Sewer Fund for sidewalk work adjacent to and including water and sewer structure repairs.

Authorize an expenditure of \$450,000.00 to repair sidewalks heaved by tree roots from budgeted funds in the Road, Sidewalk and Tree Fund (Account No. 204-441-977-010 Distributed Sidewalk Cost) for the 2021 Sidewalk Repairs.

Authorize an additional appropriation and expenditure in the amount of \$211,966.11 from the Non-Motorized Path Account 204-463-974-200.

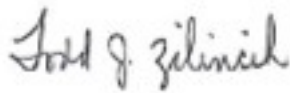
Authorize the City Engineer to approve minor adjustments in the work, as required.

Please note that property owners are required to notify the City of their intention to have the installation, repair, or the removal and replacement of certain unsafe sections of sidewalk by May 5, 2023, if they choose to have the work completed themselves, otherwise the City's contractor will repair them.

ATTACHMENTS

1. Rotondo Proposal Letter 2-1-23
2. Rotondo Form of Proposal 2-1-23
3. Bid Tab 22-G

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 02, 2023



Don Rohraff, Director of Public Works

Date: February 03, 2023



Michael Slater, Finance Director

Date: February 03, 2023



Paul Bernier, City Attorney

Date: February 03, 2023



Maureen Miller Brosnan, Mayor

Date: February 03, 2023

JOE ROTONDO CONSTRUCTION CORP.

February 1, 2023

City of Livonia Engineering Dept.
12973 Farmington Rd.
Livonia, MI 48150
Attn: Todd Zilincik

RECEIVED

FEB 01 2023

CITY OF LIVONIA
ENGINEERING DEPARTMENT

Re: 2023 Sidewalk Replacement Program Extend Contract 22-G prices, except line items 1-5, 8-9, 11, 20, and 23.

Dear Mr. Zilincik,

We are requesting consideration to renew our contract with the City of Livonia pertaining to the 2023 Sidewalk Repair Program. We are requesting unit price increases on several items due to material costs increase related to Concrete, ADA Ramps, and Fuel. Please review the following items for consideration and City Council approval.

Item of Work	2022 Unit Price	2023 Price
1)Remove and Replace 4" Concrete Sidewalk	\$6.55	\$7.85
2)Remove and Replace 6" Concrete Sidewalk or Approach	\$7.20	\$8.25
3)Remove and Replace 8" Concrete Sidewalk or Approach	\$8.20	\$9.50
4)Remove and Replace 7" Concrete Pavement	\$8.00	\$9.25
5) Remove Concrete Curb & Gutter	\$30.00	\$45.00
8)Remove and Replace 6" ADA Ramp with 4'x2' Insert	\$12.00	\$14.00
9)Remove and Replace 6" ADA Ramp with 5'x2' Insert	\$12.00	\$14.00
11)Remove 4" to 6" Sidewalk or Approach	.50	\$1.50
20)Place 4" to 6" Concrete Sidewalk w/Integral Curb	\$7.50	\$8.75
23)Adjust Sanitary Structure	\$725.00	\$900.00

The Remaining items of work (6-7, 10, 12-19, 21-22, 24-28) prices will remain the same as the unit price that was stated in Contract 22-G program.

I appreciate your time and consideration of this proposal. Please call me directly if you have any questions or would like to meet to discuss this matter.

Sincerely,



Joseph Rotondo
President
248-763-0420

2023 SIDEWALK PROGRAM
CITY OF LIVONIA, MICHIGAN
CONTRACT 23-G
FORM OF PROPOSAL

SCATTERED & TARGET LOCATIONS 1 THRU 550

Note: Scattered and Target locations will have the same unit prices

Item No.	Item Description	Qty	Unit	Bid Unit Price (\$)	Total Price (\$)
1	Remove and Replace 4" Concrete Sidewalk	75,167	s.f.	\$7.85	\$ 590,060.95
2	Remove and Replace 6" Concrete Sidewalk or Approach	12,559	s.f.	\$8.25	\$ 103,611.75
3	Remove and Replace 8" Concrete Sidewalk or Approach	2,751	s.f.	\$9.50	\$ 26,134.50
4	Remove and Replace 7" Plain Concrete Pavement	400	s.f.	\$9.25	\$ 3,700.00
5	Remove Concrete Curb & Gutter (at ramp locations & replace w/ flush curb)	897	l.f.	\$45.00	\$ 40,365.00
6	Remove and Replace Concrete Curb (6" to 8")	25	l.f.	\$1.00	\$ 25.00
7	Place 4" Concrete Sidewalk	500	s.f.	\$1.00	\$ 500.00
8	Remove and Replace 6" Concrete Sidewalk (incl. first ADA ramp flag w/ 4'x2' dome/tactile at approximately 20 locations w/ 30 s.f. each)	2,320	s.f.	\$14.00	\$ 32,480.00
9	Place 6" Concrete Sidewalk (incl. first ADA ramp flag w/ 5'x2' dome/tactile at approximately 6 locations w/ 30 s.f. each)	300	s.f.	\$14.00	\$ 4,200.00
10	Place 8" Concrete Sidewalk	200	s.f.	\$1.00	\$ 200.00
11	Remove 4" to 6" Sidewalk or Approach	775	s.f.	\$1.50	\$ 1,162.50
12	Remove and Replace 9" Reinforced Concrete Pavement	50	s.f.	\$1.00	\$ 50.00
13	Remove and Replace 2" to 6" Asphalt	250	s.f.	\$0.50	\$ 125.00
14	Remove 1" to 3" Asphalt	250	s.f.	\$0.10	\$ 25.00
15	Remove +3" to 6" Asphalt	200	s.f.	\$0.10	\$ 20.00
16	Special Saw-Cutting	100	l.f.	\$2.00	\$ 200.00
17	Horizontal Curb Saw-Cutting	50	l.f.	\$0.10	\$ 5.00
18	Adjust Sprinkler Line (ADA Ramp Locations Only)	425	l.f.	\$5.00	\$ 2,125.00
19	Replace In-Kind Sprinkler Head (ADA Ramp Locations Only)	100	ea.	\$27.00	\$ 2,700.00

2023 SIDEWALK PROGRAM
CITY OF LIVONIA, MICHIGAN
CONTRACT 23-G
FORM OF PROPOSAL

Item No.	Item Description	Qty	Unit	Bid Unit Price (\$)	Total Price (\$)
20	Place 4" to 6" Concrete Sidewalk w/ Integral Curb (Ramp Locations Only)	450	s.f.	\$8.75	\$ 3,937.50
21	Adjust Structure (top 1')	17	ea.	\$275.00	\$ 4,675.00
22	Adjust Structure (each additional 1')	5	ea.	\$50.00	\$ 250.00
23	Adjust Sanitary Structure – Top 30" (incl. adjustment and encapsulation)	12	ea.	\$900.00	\$ 10,800.00
24	Excavation	10	c.y.	\$1.00	\$ 10.00
25	Class II Sand (C.I.P.)	5	c.y.	\$1.00	\$ 5.00
26	3" Topsoil, Seed, Mulch and Fertilizer	150	s.y.	\$1.00	\$ 150.00
27	Sod	150	s.y.	\$1.00	\$ 150.00
28	Stone 21AA Limestone	20	c.y.	\$15.00	\$ 300.00
29	Wayne County Permit Fees	1	l.s.	\$3,500.00	\$ 3,500.00
30	Inspector Days (Min.110 Days)	110	Days	\$500.00	\$ 55,000.00
Total Target and Scattered Locations Bid					\$886,467.20

35	Precision Concrete Cutting*	1	l.s.	\$ 15,000.00	\$ 15,000.00
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*Note: Line Item 35 will be paid separately to Precision Concrete Cutting for grinding vertical separations throughout the City of Livonia.

**City of Livonia Engineering Division
2022 Sidewalk Program 22-G
Bid Tabulation
March 15, 2022**

Rotondo Construction Corp.
38807 Ann Arbor Rd. Ste 2
Livonia, MI 48150
248-474-0707
Contact: Joe Rotondo

Luigi Ferdinandi & Son Cement Co., Inc.
16481 Common Road
Roseville, MI 48066
586-774-1000
Contact: Luigi V. Ferdinandi

Great Lakes Contracting Solutions, LLC
2300 Edinburgh Rd.
Waterford, MI 48328
313-962-0400
Contact: Philip A. Sakalian

ITEM	DESCRIPTION	EST. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Remove and Replace 4" Concrete Sidewalk	65,000	S.F.	\$6.55	\$425,750.00	\$7.00	\$455,000.00	\$8.75	\$568,750.00
2.	Remove and Replace 6" Concrete Sidewalk or Approach	9,000	S.F.	\$7.20	\$64,800.00	\$8.50	\$76,500.00	\$9.75	\$87,750.00
3.	Remove and Replace 8" Concrete Sidewalk or Approach	1,925	S.F.	\$8.20	\$15,785.00	\$9.00	\$17,325.00	\$11.00	\$21,175.00
4.	Remove and Replace 7" Plain Concrete Pavement	1850	S.F.	\$8.00	\$14,800.00	\$8.75	\$16,187.50	\$10.00	\$18,500.00
5.	Remove Concrete Curb & Gutter (at ramp locations & replace with flush curb)	550	L.F.	\$30.00	\$16,500.00	\$30.00	\$16,500.00	\$48.00	\$26,400.00
6.	Remove and Replace Concrete Curb (6" to 8")	35	L.F.	\$1.00	\$35.00	\$30.00	\$1,050.00	\$50.00	\$1,750.00
7.	Place 4" Concrete Sidewalk	500	S.F.	\$1.00	\$500.00	\$5.00	\$2,500.00	\$7.50	\$3,750.00
8.	Remove and Replace 6" Concrete Sidewalk (incl. first ADA ramp flag w/4' x 2' dome/tactile at approximately 20 locations w/30 s.f. each)	1,750	S.F.	\$12.00	\$21,000.00	\$11.00	\$19,250.00	\$12.50	\$21,875.00
9	Place 6" Concrete Sidewalk (incl. first ADA ramp flag w/5' x 2' dome/tactile at approximately 6 locations w/30 s.f. each)	300	S.F.	\$12.00	\$3,600.00	\$14.00	\$4,200.00	\$12.65	\$3,795.00
10	Place 8" Concrete Sidewalk	200	S.F.	\$1.00	\$200.00	\$8.00	\$1,600.00	\$9.50	\$1,900.00
11	Remove 4" to 6" Sidewalk or Approach	4,800	S.F.	\$0.50	\$2,400.00	\$0.91	\$4,368.00	\$3.00	\$14,400.00
12	Remove and Replace 9" Reinforced Concrete Pavement	50	S.F.	\$1.00	\$50.00	\$15.00	\$750.00	\$15.75	\$787.50
13	Remove and Replace 2" to 6" Asphalt	250	S.F.	\$0.50	\$125.00	\$18.00	\$4,500.00	\$26.50	\$6,625.00
14	Remove 1" to 3" Asphalt	250	S.F.	\$0.10	\$25.00	\$1.00	\$250.00	\$3.00	\$750.00
15	Remove +3" to 6" Asphalt	200	S.F.	\$0.10	\$20.00	\$1.00	\$200.00	\$3.50	\$700.00
16	Special Saw-Cutting	200	L.F.	\$2.00	\$400.00	\$4.00	\$800.00	\$5.00	\$1,000.00

**City of Livonia Engineering Division
2022 Sidewalk Program 22-G
Bid Tabulation
March 15, 2022**

17	Horizontal Curb Saw-Cutting	50	L.F.	\$0.10	\$5.00	\$25.00	\$1,250.00	\$45.00	\$2,250.00
18	Adjust Sprinkler Line (ADA Ramp Locations Only)	425	L.F.	\$5.00	\$2,125.00	\$4.00	\$1,700.00	\$5.75	\$2,443.75
19	Replace In-Kind Sprinkler Head (ADA Ramp Locations Only)	100	EA.	\$27.00	\$2,700.00	\$16.00	\$1,600.00	\$75.00	\$7,500.00
20	Place 4" to 6" Concrete Sidewalk w/Integral Curb (Ramp Locations Only)	2,000	S.F.	\$7.50	\$15,000.00	\$6.00	\$12,000.00	\$10.00	\$20,000.00
21	Adjust Structure (top 1')	20	EA.	\$275.00	\$5,500.00	\$200.00	\$4,000.00	\$500.00	\$10,000.00
22	Adjust Structure (each additional 1')	5	EA.	\$50.00	\$250.00	\$100.00	\$500.00	\$300.00	\$1,500.00
23	Adjust Sanitary Structure - Top 30" (incl. adjustment and encapsulation)	10	EA.	\$725.00	\$7,250.00	\$300.00	\$3,000.00	\$850.00	\$8,500.00
24	Excavation	10	C.Y.	\$1.00	\$10.00	\$75.00	\$750.00	\$38.00	\$380.00
25	Class II Sand (C.I.P.)	5	C.Y.	\$1.00	\$5.00	\$40.00	\$200.00	\$44.50	\$222.50
26	3" Topsoil, Seed, Mulch and Fertilizer	150	S.Y.	\$1.00	\$150.00	\$1.00	\$150.00	\$25.00	\$3,750.00
27	Sod	150	S.Y.	\$1.00	\$150.00	\$3.00	\$450.00	\$20.00	\$3,000.00
28	Stone 21AA Limestone	20	C.Y.	\$15.00	\$300.00	\$75.00	\$1,500.00	\$55.00	\$1,100.00
29	Wayne County Permit Fees	1	EA.	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
30	Inspector Days (Min. 60 Days)	60	Days	\$500.00	\$30,000.00	\$500.00	\$30,000.00	\$500.00	\$37500 (75 Days)
Total Bid					\$632,935.00		\$681,580.50		\$881,553.75

Bids Advertised:
MITN, February 28, 2022
Bid Opening Date: March 15, 2022

Additional Bidders:
JB Contractors, Inc.
(75 Inspector Days) \$958,691.25

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

2. APPOINTMENT OF ANNE MORRIS TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor, re: for a three-year term, which will expire on February 16, 2026.

Jacob Liberati, Assistant City Assessor, presented the request to Council.

Councilmember Donovic offered an approving resolution for the Regular agenda.

DIRECTION:

APPROVAL

REGULAR



ANNE M. MORRIS

📍 Livonia, MI 48154

📞 (586) 260-9679

✉ ammuofm@gmail.com

PROFESSIONAL SUMMARY

Accomplished Professional Educator and Servant Leader with an exemplary record in higher education administration and instructional positions. Demonstrated leadership in curriculum design, outcomes assessment, data collection and analysis, program accreditation, strategic planning, organizational change, instructional pedagogy, and employee professional development. Experience with alternative educational programs as well as non-profit higher education institutions, state and national education agencies, and community-based organizations.

SKILLS

- Strategic planning
- Organizational Leadership
- Virtual Learning Management
- Training Program Design and Video Production
- Curriculum design, development and implementation
- Instructional Technology
- Organizational Change
- MS Word, Excel and PowerPoint
- LMS and CMS Systems
- Diversity, Equity and Inclusion/Cultural Awareness
- Disability Accommodations (Ally tool)
- Title IX and Clery Act

WORK HISTORY

ADJUNCT ASSOCIATE PROFESSOR, COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT 04/2022 to CURRENT

Madonna University | Livonia, MI

- Teaching courses in the Master's and Doctorate in Educational Leadership programs.
- Assisting the Dean of the College and the University Provost in the training of faculty and staff on various University Assessment and Accreditation processes.

PROGRAM ADMINISTRATOR AND EDUCATIONAL CONSULTANT, LEAD PREP ACADEMY 08/2016 to CURRENT

Legacy Center | Brighton, MI

- Facilitated the development and implementation of a postgraduate prep school that will service domestic and international student-athlete football players.
- Negotiated to have the Prep School located on the campus of Madonna University, bringing an opportunity for substantial revenue to the University through a new source of recruitment.
- Currently, coordinate the recruiting, admissions, and development of student-athletes from the LEAD Foundation side of the partnership with Madonna University.

ASSOCIATE DEAN, INSTITUTIONAL EFFECTIVENESS 01/2018 to 04/2022

Madonna University | Livonia, MI

- Spearheaded Assessment and Accreditation efforts for 125 degree programs across four colleges.
- Devised strategies to reduce expenses, modernize operations and revamp procedures to improve institution operations.
- Implemented initiatives to drive curriculum quality and target learning outcomes.
- Formulated and implemented training programs by applying learning principles and individual differences.
- Performed needs and cultural evaluations to strengthen improvements at all organizational levels.

ASSOCIATE PROFESSOR, COLLEGE OF EDUCATION 01/2011 to 04/2022

Madonna University | Livonia, MI

- Updated curricula and lesson plans for primary instructors, researching developments in relevant fields and updating materials to reflect most recent data and statistics.
- Encouraged class dialogue by building discussions into lessons, actively soliciting input, asking open-ended questions and using techniques to track student participation.
- Helped students to develop and demonstrate broad, integrative and specialized knowledge, essential habits of mind, communicative fluency and effective problem-solving skills.
- Used variety of learning modalities and support materials to facilitate learning process and accentuate presentations.
- Made contributions in curricular development and innovation in teaching strategies.
- Kept abreast of advances in pedagogy and work to continuously improve teaching methods and introduce new approaches to instruction.

GRADUATE DIRECTOR, EDUCATIONAL LEADERSHIP 01/2015 to 04/2022

Madonna University | Livonia, MI

- Facilitated growth and development of individual staff members and promoted team dynamics.
- Developed team communications and information for meetings.
- Analyzed instructor, student and class trends to make proactive decisions about program operations.
- Evaluated programs and monitored implementation and compliance with regulations to achieve objectives.
- Designed and used assessments to monitor student learning outcomes.

GRADUATE DIRECTOR, CURRICULUM AND INSTRUCTION 01/2011 to 01/2018

Madonna University | Livonia, MI

- Encouraged class discussions by building discussions into lessons, actively soliciting input, asking open-ended questions and using techniques to track student participation.
- Conducted on-going program assessment, enrollment and retention tracking.
- Collaborated with tutoring, enrollment, testing and advising services to support students.
- Collaborated with faculty and community stakeholders for program improvement.

DIRECTOR OF ASSESSMENT, COLLEGE OF EDUCATION 01/2013 to 04/2022

Madonna University | Livonia, MI

- Built, directed and managed implementation and effectiveness of assessment program for accreditation.
- Collaborated on information infrastructure required to support efficiency and departmental performance.
- Analyzed data on student retention, completion, employment and success on state certification exam.

ACADEMIC ADVISOR 01/2011 to 04/2022

Madonna University | Livonia, MI

- Facilitated academic and cognitive assessments to provide resource referrals according to individualized needs.
- Conducted academic advisement services for students on reoccurring basis to maintain educational progression.
- Advised students individually and in groups on academic programs for individual interests.
- Maintained student database and electronic records for each student contact.

ADJUNCT ASSISTANT PROFESSOR 01/2006 to 05/2008

Concordia University | Ann Arbor, MI

- Used variety of learning modalities and support materials to facilitate learning process and accentuate presentations.
- Evaluated and supervised student activities and performance levels to provide reports on academic progress.
- Mentored students and communicated internship and employment opportunities.
- Reviewed program materials and coordinated updates to keep department materials relevant and accurate.

ADJUNCT PROFESSOR 01/2004 to 01/2008

Baker College | Clinton Township, MI

- Used variety of learning modalities and support materials to facilitate learning process and accentuate presentations.

- Evaluated and revised lesson plans and course content to achieve student-centered learning.
- Supervised Student Teachers in Field Placements.
- Faculty Professional Development Trainer.

4TH GRADE TEACHER AND DEPARTMENT CHAIR *01/2002 to 04/2004*

Michigan Christian Academy | Mount Clemens, MI

- Chair - school for academically gifted children.
- Implemented classroom management improvements to enhance class morale and engagement.
- Assessed student progress by administering tests and evaluating results.
- Taught students subject-specific material, learning strategies and social skills.

HIGH SCHOOL AND ADULT EDUCATION TEACHER, GED PROGRAM

01/1998 to 01/2000

Grand Forks Public Schools | Grand Forks, ND

- Managed small and large groups of students for classroom and off-site instruction.
- Instructed students on core subjects of reading, mathematics and writing.
- Utilized multimedia strategies to facilitate learning and increase student engagement.
- Used positive reinforcement and provided clear feedback to help students succeed.

6TH GRADE TEACHER *09/1990 to 06/1991*

Sacred Heart School | Del Rio, TX

- Taught subject matter based on information compiled from textbooks, online sites and other educational materials.
- Prepared daily lesson plans for activities.
- Led interesting and diverse group activities to engage students in course material.
- Leveraged diverse learning strategies to prepare students for higher-level education requirements.

EDUCATION

Doctorate of Education Educational Leadership

University of Michigan, Dearborn, MI

- Dissertation: "The Implementation of an Accountability and Assessment System: A Case Study of Organizational Change in Higher Education."
- Cognate in Educational Technology

Master of Science Teaching

University of Dayton, Dayton, OH

Bachelor of Arts Psychology

University of Michigan, Ann Arbor, MI

AFFILIATIONS

- Association for Institutional Research (AIR)
- Michigan Association for Institutional Research (MI/AIR)
- Kappa Delta Pi, International Honor Society in Education (KDP)
- Directors and Representatives of Teacher Education Programs in Michigan (DARTEP)
- Michigan Association of Colleges for Teacher Education (MACTE)
- Michigan Council of Professors of Educational Leadership (MCPEL)
- Michigan Association for Computer Users in Learning (MACUL)
- American Educational Research Association (AERA)
- Association for Supervision and Curriculum Development (ASCD)
- International Society for Technology in Education (ISTE)
- American Association of University Women (AAUW)

CERTIFICATIONS

- Certified K-8 teacher, Michigan
- Online Instructor Certification

SCHOLARSHIP

RESEARCH

Current Research Interests: (1) organizational change and innovative educational leadership; (2) formative and summative assessment of learning outcomes; (3) strategic planning and community collaboration; and (4) engaging classroom pedagogies.

PRESENTATIONS/PUBLICATIONS

Pogodzinski, B., & Morris, A. (2021). Organizational Climate in Schools Across the Archdiocese of Detroit. *Journal of Catholic Education*, 24 (1).

<http://dx.doi.org/10.15365/joce.2401112021>

Pogodzinski, B. & Morris, A. (April 2019). *Organizational Climate in Schools Across the Archdiocese of Detroit*. American Educational Research Association, Toronto, ON.

Morris, A., Obsniuk, K., Shahid, H., & Siko, J. (March 2018). *Teaching Technology Integration Through Co-Taught Methods Courses*. American Association of Colleges for Teacher Education, Baltimore, MD.

Morris, A. (ongoing). *Social Media for New Educators*. Presentation to Madonna University student teachers; presented every semester. Livonia, MI.

Morris, A. (August 2017). *Teacher Observation and Evaluation Using the Danielson Framework for Teaching*. Presentation for St. Sebastian Catholic School Faculty. Dearborn Heights, MI.

Morris, A. (May 2017). *Teacher Observation and Evaluation Using the Danielson Framework for Teaching*. Workshops for Archdiocese of Detroit Principals. Livonia, MI.

Morris, A. (June 2016). *Social Media for Student Athletes*. Presentation to Detroit Police Athletic League (PAL) Volleyball Players. Detroit, MI.

Morris, A.M. (2016). *The Implementation of an Accountability and Assessment System: A Case Study of Organizational Change in Higher Education* (Doctoral dissertation). University of Michigan, Ann Arbor, MI.

Morris, A. (August 2015). *Data and Assessment Interpretation*. Presentation to the faculty at Most Holy Trinity School. Detroit, MI.

Morris, A. (August 2015). *Teach Like a Champion*. Presentation to the Archdiocese of Detroit Faculty Professional Development. Livonia, MI.

Morris, A. (February 2015). *Social Media Workshop*. Presentation to the Madonna University College of Education. Livonia, MI.

Morris, A. (May 2013). *Using Handheld Devices for Classroom Formative Assessment*. Presentation to the Madonna University College of Education. Livonia, MI.

Morris, A. M. (2013). Digital Literacy: Getting Organized. *Michigan Reading Journal*, 5(2), 51-52.

Morris, A. (November 2012). *Screencasting and Screenshots*. Professional Development Presentation to the Madonna University Faculty. Livonia, MI.

Morris, A. (August 2011). *Using SafeAssign in Blackboard*. Digital presentation screencast created as tutorial for Madonna University College of Education faculty professional development. Livonia, MI.

Morris, A. (April 2011). *Relevant, Convenient, and Affordable - Professional Development for Educators*. Birmingham Public Schools "Building Learning Communities" Institute. Birmingham, MI.

Morris, A. (October 2009). *Integrating Free Digital Resources into Your K-12 Instruction*. Metro Detroit Science Teachers Association Annual Conference, Southfield, MI.

Morris, A. (August 2009). *Relevant, Convenient, and Affordable - Professional Development for Educators*. Livonia Public Schools Administrator In-Service, Plymouth, MI.

Morris, A. (August 2009). *Webquests and Virtual Field Trips*. Instructional Technology Institute, Madonna University, Livonia, MI.

Morris, A. (March 2009). *Integrating Free Digital Resources into Your K-12 Instruction*. Michigan Science Teachers Association Annual Conference, Detroit, MI.

Morris, A. (February 2009). *Introducing Madonna University and its Education Programs for Credit*. SmartEd Services' Annual eTech Connection Conference, Columbus, OH.

Morris, A. (August 2008). *Integrating Knowledge, Practice, and Reflection*. Baker College Student Teaching Conference (full funding through \$20,000 Jewell Grant). Flint, MI.

SERVICE

COMMUNITY SERVICE

Global Health Charities, Event Chair, Fundraising Gala, 2016-Present, Farmington, MI

Living and Learning Enrichment Center, Grants Committee, 2021-Present, Northville, MI
"Team Fox in the D" Detroit Chapter of The Michael J. Fox Foundation for Parkinson's Disease Research, Fundraising Committee, 2020-Present, Detroit, MI
Archdiocese of Detroit Educational Excellence Committee, Department of Catholic Schools, 2016-2022, Detroit, MI.
Divine Mercy Academy, Chair, Board of Directors, 2016-2022, Livonia, MI.
PBS Teachers Advisory Group, 2016-2021.
Northville Chamber of Commerce, Member, 2015-2022, Northville, MI.
Helping Youth Progress and Excel (HYPE) Community Center, Executive Board Member, 2013-2018, Dearborn Heights, MI.
Metro Parent Publishing Group, Editorial Board Education Advisor and Community Liaison, 2008-2011, Detroit, MI.

UNIVERSITY SERVICE

TRIO Mentor, 2021-2022
Higher Learning Commission Accreditation Liaison Officer, 2018-2022
University Strategic Planning Steering Committee, 2018-2022
Academic Advisor, 2011-2021
Institutional Committee on Planning and Mission Effectiveness, 2013-2015
Faculty Professional Development Committee, 2014-2022
Curriculum, Educational Policy and Assessment Committee, 2015-2022
Department Chairs Council, 2015-2022
Campus Diversity and Inclusion Committee, 2016-2019
Graduate School Committee, 2016-2022
University Research Symposium, Judge, 2016-2018
Online Faculty Advisory Board, 2017-2022
Comprehensive University Assessment Committee, 2017-2022
Information Technology Advisory Committee, 2017-2022
Web Advisory Committee, 2017-2021
Bridging Lost Gaps, Faculty Mentor, 2012-2017
Strategic Enrollment Management (SEM) Leadership Team, 2017-2018
Online Task Force, 2012-2017
New Faculty Mentor Team, 2014-2016
Data Advisory Committee, 2012-2015
Higher Education Reauthorization Act Institution Alignment and Compliance Team, 2011-2015
Student Appeal Board, Faculty Representative, 2010-2014

COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT SERVICE

Social Media and Technology Coordinator, 2015-2022
Retention and Recruitment Committee Chair, 2014-2018
Accreditation, Assessment and Data Collection Team, 2011-2022

Teacher Education Committee, 2006-2022

Ed.D. Program Exploration Committee, 2011-2016

Higher Education/Teacher Leader Program Development Committee, 2011-2015

Accreditation Director Search Committee, Chair, 2016

Coordinator of Student Teaching Search Committee, Chair, 2016

Sport Management Director Search Committee, Chair, 2014



LETTER TO THE LIVONIA CITY COUNCIL

2.

Mayor's Office
February 10, 2023

MEETING DATE

Study Meeting of
February 13, 2023

PREPARED BY

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

AGENDA ITEM

APPOINTMENT OF ANNE MORRIS TO THE LIVONIA BOARD OF REVIEW: Office of the Mayor,
re: for a three-year term, which will expire on February 16, 2026.

BACKGROUND

Honorable Members of the City Council, City of Livonia
RE: Appointment of Anne Morris to the Board of Review

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the appointment of Anne Morris, 16505 Fairway, Livonia, Michigan 48154, as a member of the Board of Review for a term that will expire on February 16, 2026.

Your approval on this appointment is respectfully requested.

Sincerely,
Maureen Miller Brosnan, Mayor

RECOMMENDATION

Appoint Anne Morris to the Livonia Board of Review for a three-year term.

FISCAL CONSIDERATION

n/a

ATTACHMENTS

1. Morris_Anne_Resume_2023

APPROVED BY

A handwritten signature in cursive script, reading "Maureen Miller Brosnan".

Date: February 10, 2023

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD MONDAY, FEBRUARY 13, 2023**

Meeting was called to order at 8:25 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

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

Councilmember McCullough led the Pledge of Allegiance.

3. REAPPOINTMENT OF LORA WEINGARDEN TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three-year term, which will expire on March 1, 2026.

Paul Bernier, City Attorney, presented the request to Council.

Councilmember Toy offered an approving resolution for the Regular agenda.

DIRECTION:

APPROVAL

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

3.

Mayor's Office
February 1, 2023

MEETING DATE

S021323/R022723

PREPARED BY

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

AGENDA ITEM

REAPPOINTMENT OF LORA WEINGARDEN TO THE LIVONIA BOARD OF ETHICS: Office of the Mayor, re: for a three-year term, which will expire on March 1, 2026.

BACKGROUND

Honorable Members of the City Council, City of Livonia
RE: Reappointment of Lora Weingarden to the Board of Ethics

Dear Council Members:

I am herewith submitting to you, for your consideration and approval, the reappointment of Lora Weingarden, 32941 Southgate, Livonia, Michigan 48152, as a member of the Board of Ethics for a term that will expire on March 1, 2026.

Your approval on this reappointment is respectfully requested.

Sincerely,
Maureen Miller Brosnan
Mayor

RECOMMENDATION

Reappoint Lora Weingarden to the Livonia Board of Ethics for a three-year term.

FISCAL CONSIDERATION

n/a

ATTACHMENTS

1. S021323 LTC Reappt Lora Weingarden to LBE

APPROVED BY

Maureen Miller Brosnan, Mayor

Date: February 03, 2023

32420 Scone, Livonia 48154		
Livonia Travel Club Chris Abrams 15218 Farmington, Livonia 48154	\$300	Senior Center
Stanley Townsend 3136 Cromwell Livonia, MI 48154	\$40	Senior Center
Masco Corporation 17450 College Parkway Livonia, MI 48152	\$20,000	Night of Lights
Hardies Family Trust 15855 Farmington Road Livonia, MI 48154	\$10,000	Shakespeare in the Park
Bill Brown Ford 32222 Plymouth Road Livonia, MI 48150	\$1,000	Youth Scholarships
Christian Financial Credit Union 33036 W. Seven Mile Livonia, MI 48152	\$1,000	Youth Scholarships
Livonia Chamber of Commerce	\$2,000	Youth Scholarships
Federal Trade Commission Midwest Region	\$100	In memory of Harry Tatigian
Anonymous	\$50	In memory of Harry Tatigian
D. Blouin	\$50	In memory of Harry Tatigian
Celani Charitable Foundation	\$250,000	Ben Celani Universally Accessible Playground
Livonia Chamber of Commerce	\$1000	Night of Lights
Livonia Community Foundation	\$2000	Holiday Parade
Donor	In Kind Donations	Reason
The Flag Shop 11665 Levan Rd., Livonia, MI	American Flag Collection American Flag/Pole set	Turkey Trot
Leon's 28904 Seven Mile Rd Livonia, MI	\$20 in Gift Certificates	Turkey Trot
Thomas's Dining & Catering 33971 Plymouth Rd, Livonia, MI	\$60 in Gift Certificates	Turkey Trot
George's Senate Coney Island, 39430 Dun Rovin Drive, Northville, MI	\$100 in Gift Certificates	Turkey Trot
Livonia Breakfast Club, 17162 Farmington Rd, Livonia,Mi	\$150 in Gift Certificates	Turkey Trot

Breakfast Club, 32610 Seven Mile Rd, Livonia	\$40 in Gift Certificates	Turkey Trot
Livonia Town Grill, 29041 Seven Mile Rd, Livonia	\$150 in Gift Certificates	Turkey Trot
Senate Coney Island, 34359 Plymouth Rd, Livonia	\$45 in Gift Certificates	Turkey Trot
Samantha Lewis	\$20	Arts Commission Trust Fund
Michigan Bounce House Rentals, 40600 Michigan Ave., Unit 1511, Canton, MI 48187	Bounce Houses Approx. \$1,500	NYE party, summer concert series, food truck rally, open houses
Livonia Kiwanis	Postage Stamps, approx. \$125	Santa Letters
Livonia Arts Commission 15100 Hubbard Livonia, MI 48154	Performance costs – \$2000	Summer concert series, arts & crafts volunteers
The WAY Church 8900 Middlebelt Livonia, MI 48150	Volunteers, toys, baskets, giveaways, Approx. \$400	Holiday parade, Lunch with Santa, Haunted Barn
Trinity Health IHA Medical Group 24 Frank Lloyd Wright Drive Suite J2000 Ann Arbor, MI 48105	400 Camping Chairs approx. \$3,200	Summer Concert Series and Food Truck Rallies
Donor	Raffle Items	Reason
Dick's Sporting Goods 44225 Twelve Mile, Novi, MI	\$200 in gift certificates	100 Days to Health



LETTER TO THE LIVONIA CITY COUNCIL

22.

Engineering
February 7, 2023

MEETING DATE

R022723

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ADOPT UPDATED PERFORMANCE RESOLUTION: Engineering Division, re: as requested by the Michigan Department of Transportation (MDOT) as verification that a governmental body will fulfill permit requirements for work performed on State Highways.

BACKGROUND

The Michigan Department of Transportation requires a Performance Resolution for the purposes of issuing to a municipal utility an Individual Permit for Use of State Highway Right of Way or an Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way. MDOT has requested the City of Livonia to provide a Performance Resolution for 2023 to replace the outdated one from 2017, please see the attached resolution.

RECOMMENDATION

RESOLVED WHEREAS, the City of Livonia hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this Resolution shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Resolution, as provided by law. This Resolution is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employees, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.

3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.

4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

7. The incorporation by the DEPARTMENT of this Resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

8. This Resolution shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Todd J. Zilincik, P.E. - City Engineer
Trisha Gabriel - Roads and Parks Manager

David W. Lear, P.E. - Asst. City Engineer
Ryan Ferrell - Superintendent of Public Works
Doug Moore - Asst. Director of Public Works
Jacob Rushlow - Asst. Director of Public Works
Donald R. Rohraff - Director of Public Works

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the City Council of the City of Livonia, County of Wayne at a Regular City Council Meeting held on the 27th day of February A.D. 2023.

Susan M. Nash
City Clerk

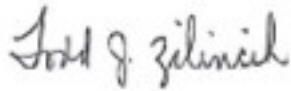
FISCAL CONSIDERATION

None

ATTACHMENTS

1. Performance Resolution
2. CR 11-17

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 07, 2023



Don Rohraff, Director of Public Works

Date: February 08, 2023



Date: February 08, 2023

Paul Bernier, City Attorney

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

Maureen Miller Brosnan, Mayor

Date: February 09, 2023

PERFORMANCE RESOLUTION FOR
MUNICIPALITIES

This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the _____ City of Livonia
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Todd J. Zilincik, P.E. - City Engineer

Trisha Gabriel - Roads and Parks Manager

David W. Lear, P.E. - Asst. City Engineer

Ryan Ferrell - Superintendent of Public Works

Doug Moore - Asst. Director of Public Works

Jacob Rushlow - Asst. Director of Public Works

Donald R. Rohraff - Director of Public Works

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the _____ City Council

 (Name of Board, etc.)
 of the _____ City of Livonia _____ of _____ Wayne

 (Name of MUNICIPALITY) (County)
 at a _____ Regular City Council _____ meeting held on the 27th day
 of _____ February _____ A.D. _____ 2023 _____.

 Signed

City Clerk

 Title

Susan M. Nash

 Print Signed Name

Regular Meeting of January 18, 2017

Vactor Truck utilizing the National Joint Powers Alliance (NJPA) Purchasing Contract which was awarded to Jack Doheny Companies, 777 Doheny Court, Northville, Michigan 48167 (under Contract No. 022014-FSC), for a total cost not to exceed \$408,792.00, to replace a 2004 Vactor Truck which has far exceeded its useful life; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$408,792.00 from funds already budgeted in the unexpended fund balance of the Water and Sewer Fund (592) for this purpose; FURTHER, the Council does hereby determine to authorize this purchase without competitive bidding inasmuch as the same is based upon the low National Joint Powers Alliance (NJPA) bid price (under Contract No. 022014-FSC), and no advantage to the City would result from competitive bidding, and such action is taken in accordance with the provisions set forth in Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended; FURTHER, the Council does hereby authorize the Department of Public Works, at its discretion, to either trade in the 2004 Vactor Truck for the new Vactor Truck at a trade-in allowance of not less than \$20,000.00 or dispose of the 2004 Vactor Truck at public auction hosted by the Michigan Inter-governmental Trade Network (MITN) or commercial auction after receipt of the new truck.

#11-17 RESOLVED, Whereas, the City of Livonia hereinafter referred to as the "Governmental Agency," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "Department," for permits, referred to as "Permit," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the Department granting such Permit, the Governmental Agency agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the Governmental Agency is performed by a contractor, the Governmental Agency shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the Department and their agents and employees, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or

Regular Meeting of January 18, 2017

willful acts of the Department, until the contractor achieves final acceptance of the Governmental Agency. Failure of the Governmental Agency to require its contractor to indemnify the Department, as set forth above, shall be considered a breach of its duties to the Department.

3. Any work performed for the Governmental Agency by a contractor or subcontractor will be solely as a contractor for the Governmental Agency and not as a contractor or agent of the Department. The Department shall not be subject to any obligations or liabilities by vendors and contractors of the Governmental Agency, or their subcontractors or any other person not a party to the permit without the Department's specific prior written consent and notwithstanding the issuance of the permit. Any claims by any contractor or subcontractor will be the sole responsibility of the Governmental Agency.
4. The Governmental Agency shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the permit which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the Department, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the Department and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the permit, it will be considered as a breach of the permit thereby giving the State of Michigan, the Department, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The Governmental Agency will, by its own volition and/or request by the Department, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation, construction, operation and/or maintenance of the Governmental Agency's facilities according to a permit issued by the Department.
6. With respect to any activities authorized by a permit, when the Governmental Agency requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the Department, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the Department and all officers, agents, and employees thereof, pursuant to a maintenance contract.

Regular Meeting of January 18, 2017

7. The incorporation by the Department of this resolution as part of a permit does not prevent the Department from requiring additional performance security or insurance before issuance of a permit.
8. This resolution shall continue in force from this date until cancelled by the Governmental Agency or the Department with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the Governmental Agency with regard to any permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the Department for the necessary permit to work within State Highway Right of Way on behalf of the Governmental Agency.

Title and/or Name:

Todd J. Zilincik, P.E., City Engineer

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

Donald R. Rohraff, Director of Public Works

Doug Moore, Superintendent of Public Service

Trisha Dotson, Roads and Parks Supervisor

Tom Wilson, Public Utilities Supervisor

#12-17 RESOLVED, that having considered the report and recommendation of the City Engineer, dated December 22, 2016, which bears the signature of the Director of Finance, is approved by the Director of Public Works and approved for submission by the Mayor, regarding an additional appropriation and expenditure for unforeseen asphalt work in connection with the Newburgh Road Reconstruction Project at the CSX Bridge, pursuant to council resolution 148-16, the Council does hereby appropriate and authorize an expenditure in an amount not to exceed \$11,121.42 payable to Nagle Paving Company, 36780 Amrhein, Livonia, Michigan 48150, for performing all work required in connection with the unforeseen asphalt work for the Newburgh Road Reconstruction Project at the CSX Bridge, which sum includes the full and complete balance due to cover the additional costs of such project, pursuant to council resolution 148-16, adopted on April 4, 2016; FURTHER, the Council does hereby appropriate and authorize an expenditure in the amount of \$8,900.00 from the Unexpended Fund Balance of the Major Road Fund and \$2,265.00



LETTER TO THE LIVONIA CITY COUNCIL

23.

Engineering
February 13, 2023

MEETING DATE

R022723

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR AN ADDITIONAL EXPENDITURE: Engineering Division, re: for the 2022 Concrete Road Program (Contract 22-C), in the not-to-exceed amount of \$1,467,000 and the new total not-to-exceed amount of \$6,464,997.21. (CR 88-22)

BACKGROUND

Pursuant to Council Resolution No. 88-22, adopted March 14, 2022, funding for the 2022 Concrete Road Program, Contract 22-C was approved in the amount of \$4,997,997.21 with Hard Rock Concrete, Inc.

As a result of the concrete shortage last fall and the focus to finish the majority of the subdivision street segments, there were several segments deferred until 2023. Three (3) street segments deferred from the 2022 Concrete Road Program 22-C are included in the list below. Due to the location of these segments, the City approached our contractor, Hard Rock Concrete about doing some additional work adjacent to the deferred segments and also two (2) locations that are in close proximity. The proposed street segments are:

1. Industrial (Fairlane Avenue to A & R Packing Plant), just west of Levan Road
Estimate: \$390,000
2. Ellen Drive (Morlock south to 700 feet north of Pembroke Avenue)
Estimate: \$350,000
3. Wood Drive (west of Whitby Drive to Fairlane Drive)
Estimate: \$195,000
4. Sears Drive (Plymouth Road to 500 north of Plymouth Road)
Estimate: \$177,000
5. WB Lyndon Avenue (Farmington Road to Stark Road)
Estimate: \$355,000

Denotes additional street segments that were added to 2022 deferred locations

Hard Rock Concrete was amenable to these additions and is willing to extend their prices from the 22-C to complete the work.

RECOMMENDATION

Please refer to the Fiscal Consideration section and the attachments for additional information.

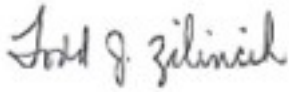
FISCAL CONSIDERATION

We respectfully request that the existing contract with Hard Rock Concrete be revised to add an additional expenditure of \$1,467,000, from funds budgeted in Road, Sidewalk and Tree account no. 204-463-818-110. This will bring the final total contract amount to \$6,464,997.21.

ATTACHMENTS

1. Extension Letter Livonia 2023
2. CR 88-22

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: February 13, 2023



Don Rohraff, Director of Public Works

Date: February 13, 2023



Michael Slater, Finance Director

Date: February 14, 2023



Maureen Miller Brosnan, Mayor

Date: February 15, 2023



February 10, 2023

City of Livonia/Engineering
12973 Farmington Road
Livonia, MI 48150

Reference: Extension of 2022 Concrete Road Repair Program
Livonia Contract No. 22-C
AEW Project No. 0263-0029

Dear Mr. Zilincik:

Hard Rock Concrete, will be in the city working on the following streets 1-3 listed below that were deferred from the 2022 Concrete Road Repair Program 22-C. We would also like to extend our current prices for streets 4 & 5 as we will be working in near proximity.

1. Industrial (Fairlane to A & R Packing Plant), just west of Stark
2. Ellen (Morlock south to 700 feet north of Pembroke)
3. Wood (west of Whitby to Fairlane)
4. Sears Drive (Plymouth to 500 feet north of Plymouth)
5. Westbound Lyndon Avenue (Farmington to Stark)

Upon acceptance Hard Rock Concrete can begin to schedule work for the City and start as early in the season.

Please feel free to contact me at 1-734-641-3333, to discuss if you have any further questions.

Sincerely,



Tony Grimaldi
President

#87-22 RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 16, 2022, submitted pursuant to Council Resolution 336-21, adopted on November 22, 2021, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, regarding additional appropriation and expenditure in connection with the Water Replacement Feasibility Study – Merriman Road Water Main Replacement Project, and to which is attached a proposed amendment to the Engineering contract between the City of Livonia and Hubbell, Roth & Clark, Inc., 555 Hulet Drive, P.O. Box 824, Bloomfield Hills, Michigan 48303-0824, dated February 11, 2022, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached contract amendment between the City of Livonia and Hubbell, Roth & Clark, Inc., 555 Hulet Drive, P.O. Box 824, Bloomfield Hills, MI 48303-0824, to provide engineering services in connection with the Water Replacement Feasibility Study – Merriman Road from Plymouth Road to the CSX Railroad right-of-way – in an amount not to exceed \$52,872.00; FURTHER, the aforesaid proposal is accepted without competitive bidding pursuant to Livonia Code of Ordinances Section 3.04.140.D.2.b; FURTHER, the Council does hereby authorize an appropriation and expenditure in an amount not to exceed \$52,872.00 from funds already budgeted in the Unexpended Fund Balance of the Water and Sewer Fund (592) 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.

#88-22 RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 17, 2022, submitted pursuant to Council Resolution 103-20, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, the Council does hereby award a contract, extending the contract 20-C unit prices per agreement, to Hard Rock Concrete, Inc., 38146 Abruzzi Drive, Westland, MI 48185 for the 2022 Concrete Road Repair Program (Contract 22-C), with the exception of revised unit prices for bid item number 2, mobilization, the newly added item numbers 7a – 7i, relating to pavement marking, mailbox posts, and sewers, item 65A for water gate well structure cover, item 70A for 8-inch concrete, item 78A for 8-inch concrete for driveway and the agreed upon 300 inspector days based on the recommendation of Anderson, Eckstein and Westrick, INC. ("AEW"), said amount to be adjusted based upon the quantities of work actually completed, for the estimated total cost of \$4,997,997.21, based on the bid unit prices from 2020 (Contract 20-C); FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$4,997,997.21 for the 2022 Concrete Road Repair

Program (Contract 22-C) from budgeted road funds in the following accounts:

Account No. 204-463-818-110 (Reconstruction)	\$4,992,690.19
Account No. 204-463-818-114 (Maintenance)	\$ 5,307.02

FURTHER, the Council does hereby authorize the action herein without competitive bidding in accordance with Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from additional competitive bidding, and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract extension with the aforesaid company, approved as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution.

#89-22 RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 17, 2022, submitted pursuant to Council Resolution 336-21, adopted on November 22, 2021, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a proposed amendment to the Engineering contract between the City of Livonia and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 for the 2022 Concrete Road Program (Contract 22-C), the Council does hereby authorize the Mayor and City Clerk for and on behalf of the City of Livonia, to execute the attached contract amendment between the City of Livonia and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, to provide construction engineering services for the 2022 Concrete Road Repair Program (Contract 22-C) in an amount not to exceed \$600,000.00, said amount being based on the preliminary cost estimates and subject to adjustment based on the actual bids; FURTHER, the aforesaid proposal is accepted without competitive bidding pursuant to Livonia Code of Ordinances Section 3.04.140.D.2.b; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$600,000.00 from funds budgeted in Account No. 204-441-818-102 (Road, Sidewalk and Tree Fund) for this purpose; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties.

#90-22 RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 18, 2022, submitted



LETTER TO THE LIVONIA CITY COUNCIL

21.

Parks and Recreation
February 7, 2023

MEETING DATE

R022723

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

ACCEPTANCE OF DONATIONS: Department of Parks and Recreation, re: cash and gifts from various contributors to be used for the purposes as designated by donors.

BACKGROUND

The Department of Parks and Recreation has received the attached donations. In accordance with IRC Sec. 170 (c)(1), the City of Livonia is in receipt of these donations and will use them exclusively for public purposes. The City of Livonia has not furnished any benefits or provided services to be valued in consideration of these gifts.

RECOMMENDATION

We respectfully request that the Livonia City Council accept these donations.

FISCAL CONSIDERATION

The Department further requests that Council does hereby credit \$39,198 to account 270-000-674-010, \$802.56 to 211-000-674-216, \$2,000 to 208-339-300, and \$305,700 to 208-000-674-010.

ATTACHMENTS

1. Acceptance of Donations 2022 List

APPROVED BY

Date: February 07, 2023

Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: February 07, 2023

Michael Slater, Finance Director

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

Date: February 09, 2023

Maureen Miller Brosnan, Mayor

Parks and Recreation Donations 2022

Donor	Cash Donations	Reason
Livonia Towne Club	\$150	Greenmead
Hardies Family Trust (Carol Brodbeck) 6410 Crane Rd., Ypsilanti, MI	\$30,000	Donation for Greenmead Ice Rink
Scott Juzswik 20088 Ellen Dr., Livonia, MI	\$10	Greenmead
Livonia Community Foundation 33300 Five Mile Road, Suite 105, Livonia, MI	\$2,500	Restoration Fund
Anonymous	\$1	During Big Picnic 7/9/22
Andrew West, Eagle Scout	\$250	Eagle Scout Donation
Anonymous	\$2	During Highland Games 8/6/22
Bernice Baggett 15700 N. Haggerty Rd., Apt. N118, Plymouth, MI	\$25	In Memory of Mary Lute
Chris/Andrea Campbell 12875 Woodland Trail, Davisburg, MI	\$100	In Memory of Mary Lute
Livonia Garden Club	\$100	Greenmead
Anonymous	\$10	Donations from Sunday Tour 8/14/22
Barb Campau 15221 Knolson St., Livonia, MI	\$50	In Memory of Dorothy Dluski
Anonymous	\$23	Donations from Sunday Tour 10/3/22
Mark Johnson 15799 Blue Skies Dr., Livonia, MI	\$44	Greenmead
Tapan Vahia 17155 Cross Winds, Livonia, MI 48152	\$50	Greenmead
Anonymous	\$5883	Nights of Lights 12/2-12/18/22 Parking donations
TrinityElite Sports Performance 13245 Newburgh, Livonia	\$20,000	100 Days to Health
Christian Financial Credit Union 33036 West Seven Mile Rd, Livonia, MI	\$500	100 Days to Health
Gail Lovrince 40718 Newport Dr. Plymouth, MI 48170	\$25	Senior Center
Livonia Neighbors & Friends Beverly Doom, Treasurer	\$437.56	Senior Center

