

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
WEDNESDAY, SEPTEMBER 6, 2023
7:00 P.M.**

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(734) 466-2250**

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

1976th Regular Meeting Agenda of the Council of the City of Livonia
Wednesday, September 6, 2023

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

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES - Regular Meeting Minutes of August 21, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

[a. Communication from the Department of Finance, dated August 8, 2023, re: forwarding the Departmental Purchases Report, for the month ending July 31, 2023.](#)

[b. Communication from the Department of Finance, dated August 8, 2023, re: forwarding various financial statements of the City of Livonia for the month ending June 30, 2023.](#)

CONSENT AGENDA

1. [REQUEST TO APPROVE AND RECOGNIZE THE CLARENCEVILLE HIGH SCHOOL HOMECOMING PARADE, PARADE ROUTE, THE CLOSING OF CERTAIN CITY STREETS AND REQUEST TO DESIGNATE AND AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE WAYNE COUNTY ROAD COMMISSION PERMIT ON BEHALF OF THE CITY TO CLOSE A PORTION OF MIDDLEBELT ROAD, WITH THE CITY TO ASSUME LIABILITY FOR ANY DAMAGE CLAIMS WHICH MAY ARISE AS A RESULT OF THE ROAD CLOSURE: Kevin Murphy, Athletic Director, re: to be held on Friday, September 29, 2023, beginning at 6:15 p.m.](#)
2. [BLOCK PARTY: Krista Leavens, re: to be held Saturday, September 16, 2023, from 3:00 p.m. until 10:00 p.m., on Grandon Street between Harrison and Brentwood Streets.](#)
3. [SITE PLAN PETITION: Planning Commission, re: Petition 2023-06-08-05 submitted by The Blain Group, requesting to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96 Expressway and Haggerty Road in the Northwest ¼ of Section 18.](#)
4. [REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE SECURITY CAMERAS: Department of Public Works, re: for the DPW yard, from budgeted funds.](#)
5. [AWARD OF CONTRACT: Engineering Division, re: for the DPW Fencing Replacement Project, from budgeted funds.](#)
6. [REQUEST TO AMEND THE ENGINEERING CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2023 TRANSPORTATION ASSET MANAGEMENT PLAN; Engineering Division, re: same. \(336-21 and 370-21\)](#)

7. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Wayne Road from Joy Road to Plymouth Road with the proposed City's participation to be estimated at 9.075%, in the amount of \$165,301.

UNFINISHED BUSINESS

8. PROPOSED AMENDMENT TO THE LIVONIA ZONING ORDINANCES, AS AMENDED: Department of Law, re: Petition 2023-04-01-03 submitted by Michael Morad, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).
9. ROLL CALL: Proposed Amendment to the Livonia Zoning Ordinance, as amended: Department of Law, re: Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C., requesting to rezone the properties at 20511, 20513, and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast ¼ of Section 1, from C-1 (Local Business) to N1 (Neighborhood). First Reading given by Council Vice President Laura Toy on August 21, 2023.
10. ROLL CALL: Proposed Amendment to the Livonia Code of Ordinances, as amended: Councilmember Brandon McCullough, Tree Committee, re: to add Sections 015, 045 and 055 and amend Sections 020, 040 AND 050 TO Title 12, Chapter 24 (Trees and shrubs). First Reading given by Councilmember Brandon McCullough on August 21, 2023.
11. REQUEST TO AMEND SOLID WASTE/RECYCLING SERVICES CONTRACT WITH GFL: Department of Public Works, re: for a one-year extension, from the Refuse Fund.
12. AWARD OF BID: Department of Public Works, re: for the SCADA Design Build Contract, Phase 1, from budgeted funds.
13. REQUEST TO AMEND THE QBS ENGINEERING CONTRACT WITH OHM ADVISORS: Department of Public Works, re: for the program management and construction engineering services for the SCADA Design Build Contract, Phase 1. (CR 336-21)

NEW BUSINESS

14. REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND OAKLAND COUNTY INCIDENT MANAGEMENT TEAM: Department of Homeland Security & Emergency Preparedness, re: to enter into a mutual aid agreement with surrounding communities.
15. REQUEST FOR ADDITIONAL EXPENDITURE: Engineering Division, re: MEDC Grant - Greenmead Regional Detention Pond Project, Phase 1 - Whispering Willows Inline Channel Storage Improvements (CR 123-23)
16. REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND THE GROWTH WORKS: Department of Law, re: to provide improved services for the Youth Assistance Diversion Program, commencing September 1, 2023.

AUDIENCE COMMUNICATION

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.

SUSAN M. NASH, CITY CLERK

a.



LETTER TO THE LIVONIA CITY COUNCIL

Finance
August 8, 2023

MEETING DATE

R090623

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated August 8, 2023, re: forwarding the Departmental Purchases Report, for the month ending July 31, 2023.

BACKGROUND DETAILS

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 July 31, 2023.

Additional details on these purchases will be provided upon request.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

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

ATTACHMENTS

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

APPROVED BY

Handwritten signature of Michael Slater in blue ink.

Michael Slater, Finance Director

Date: August 08, 2023

Handwritten signature of Maureen Miller Brosnan in blue ink.

Maureen Miller Brosnan, Mayor

Date: August 11, 2023

City of Livonia
City Council - Recieve and File Purchases

For Month of : **July 2023**

Pursuant to Ordinance Section 3.04.130, purchases between \$15,000 and \$19,999 need to be submitted to City Council as a receive and file item. Below are the purchases that meet this criteria.

<u>Item #</u>	<u>Date</u>	<u>Department</u>	<u>Vendor</u>	<u>Item</u>	<u>Cost</u>	<u>Description</u>
1	7/11/2023	Fire	Stryker Medical	EMS Patient Stairchair	\$17,614.80	EMS Patient Stairchair - sole vendor
2	7/19/2023	Parks and Recreation	Great Lakes Turf	Herbicides, fertilizer, pesticides	\$17,092.50	Chemicals - sole vendor
3	7/18/2023	Fire	King Training Innovations	Custom King Double Roof Prop	\$15,903.68	Training Equipment
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LETTER TO THE LIVONIA CITY COUNCIL

Finance
August 8, 2023

MEETING DATE

R090623

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

b. Communication from the Department of Finance, dated August 8, 2023, re: forwarding various financial statements of the City of Livonia for the month ending June 30, 2023.

BACKGROUND DETAILS

Attached hereto are the various financial statements of the City of Livonia for the month ending June 30, 2023. These statements are summarized so that you may make a quick financial overview of the various funds. Detailed statements, in support of the summarized statements, have been forwarded electronically to the Council Office.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

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

ATTACHMENTS

1. BUDGET TO ACTUAL - COUNCIL SUMMARY - JUNE 2023

APPROVED BY

Michael Slater, Finance Director

Date: August 08, 2023

Maureen Miller Brosnan, Mayor

Date: August 11, 2023



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	67,118,544.00	147,860.00	67,266,404.00	4,150,384.75	.00	55,288,814.80	11,977,589.20	82	55,831,952.77
REVENUE TOTALS	\$67,118,544.00	\$147,860.00	\$67,266,404.00	\$4,150,384.75	\$0.00	\$55,288,814.80	\$11,977,589.20	82%	\$55,831,952.77
EXPENSE									
Department 101 - CITY COUNCIL	312,021.00	.00	312,021.00	18,286.76	.00	146,030.23	165,990.77	47	168,410.42
Department 173 - MAYOR'S OFFICE	515,464.00	.00	515,464.00	40,402.35	.00	289,940.59	225,523.41	56	285,098.31
Department 174 - COMMUNICATIONS	400,731.00	.00	400,731.00	19,190.90	.00	211,761.97	188,969.03	53	191,700.57
Department 175 - GOVERNMENT AFFAIRS	184,371.00	.00	184,371.00	121.25	.00	14,381.89	169,989.11	8	78,351.13
Department 191 - ACCOUNTING	227,442.00	.00	227,442.00	18,982.15	.00	141,817.33	85,624.67	62	107,142.40
Department 192 - FINANCE DEPARTMENT	428,000.00	.00	428,000.00	31,716.08	.00	241,881.01	186,118.99	57	235,643.90
Department 215 - CITY CLERK	631,484.00	.00	631,484.00	37,470.64	.00	314,161.16	317,322.84	50	325,194.79
Department 223 - INDEPENDENT AUDIT	42,859.00	.00	42,859.00	20,571.46	.00	58,196.55	(15,337.55)	136	33,760.35
Department 228 - INFORMATION SYSTEMS	1,362,324.00	.00	1,362,324.00	116,111.20	74,190.38	806,580.92	481,552.70	65	656,884.40
Department 236 - ETHICS BOARD	400.00	.00	400.00	.00	.00	97.00	303.00	24	224.40
Department 247 - BOARD OF REVIEW	3,545.00	.00	3,545.00	.00	.00	2,755.84	789.16	78	2,066.88
Department 253 - TREASURER	604,347.00	.00	604,347.00	34,307.76	7,391.10	321,543.02	275,412.88	54	296,819.00
Department 257 - ASSESSING	652,605.00	.00	652,605.00	42,673.62	.00	359,686.05	292,918.95	55	342,472.19
Department 261 - UTILITIES AND SUPPLIES	551,593.00	.00	551,593.00	35,808.59	.00	190,292.46	361,300.54	34	218,020.87
Department 262 - ELECTION COMMISSION	376,094.00	.00	376,094.00	12,343.31	.00	130,624.66	245,469.34	35	77,694.90
Department 263 - INSURANCE-GENERAL	140,761.00	.00	140,761.00	(232,698.48)	.00	92,223.19	48,537.81	66	144,462.40
Department 264 - INSURANCE-WORKERS COMP	435,460.00	.00	435,460.00	27,048.41	.00	455,713.71	(20,253.71)	105	433,069.64
Department 265 - NON DEPARTMENTAL	4,000.00	.00	4,000.00	.00	.00	2,500.00	1,500.00	62	.00
Department 266 - LAW DEPARTMENT	860,645.00	.00	860,645.00	62,453.77	.00	479,576.86	381,068.14	56	486,540.36
Department 267 - EMPLOYEE BENEFITS CONTROL	42,000.00	.00	42,000.00	318,495.08	.00	(921,892.99)	963,892.99	-2195	(862,998.97)
Department 268 - NON-DEPT CAPITAL PROJECTS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Department 269 - CIVIL SERVICE	833,562.00	.00	833,562.00	57,594.33	.00	388,374.27	445,187.73	47	392,224.90
Department 270 - TERMINATION PAY	1,300,000.00	.00	1,300,000.00	57,464.80	.00	759,056.01	540,943.99	58	891,083.04
Department 271 - LABOR RELATIONS	96,500.00	.00	96,500.00	2,810.00	.00	19,800.00	76,700.00	21	11,380.50
Department 272 - DUES AND SUBSCRIPTIONS	58,000.00	.00	58,000.00	.00	.00	23,496.00	34,504.00	41	21,495.60
Department 286 - 16TH DISTRICT COURT	3,104,346.00	.00	3,104,346.00	209,465.36	.00	1,591,818.29	1,512,527.71	51	1,561,460.74
Department 302 - TRAFFIC BUREAU	1,118,415.00	.00	1,118,415.00	96,070.16	.00	635,256.16	483,158.84	57	534,854.28
Department 304 - POLICE ADMINISTRATION	3,443,056.00	.00	3,443,056.00	211,300.16	41,920.89	1,389,358.19	2,011,776.92	42	1,514,687.36
Department 306 - POLICE DATA PROCESSING	1,088,388.00	.00	1,088,388.00	271,456.72	64,919.47	571,053.55	452,414.98	58	481,432.23
Department 307 - DETECTIVE BUREAU	3,575,834.00	.00	3,575,834.00	223,382.07	.00	1,703,250.13	1,872,583.87	48	1,867,815.19
Department 309 - AUTOMOTIVE SERVICE	586,150.00	.00	586,150.00	69,279.75	.00	279,557.23	306,592.77	48	309,433.44
Department 310 - POLICE COMMUNICATIONS	1,014,163.00	.00	1,014,163.00	63,879.28	.00	466,055.04	548,107.96	46	469,788.56
Department 313 - CROSSING GUARDS	118,089.00	.00	118,089.00	6,652.79	.00	45,833.14	72,255.86	39	35,195.19
Department 316 - SCHOOL LIAISON	547,427.00	18,080.00	565,507.00	39,321.77	18,080.00	278,974.39	268,452.61	53	218,373.67
Department 318 - OFFICE OF EMERG PREP	175,493.00	.00	175,493.00	10,566.66	.00	90,915.24	84,577.76	52	101,986.30
Department 319 - RESERVE POL/SPECIAL EVENT	418,687.00	.00	418,687.00	35,543.87	.00	176,272.50	242,414.50	42	171,356.60



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
EXPENSE									
Department 325 - POLICE PATROL BUREAU	13,867,507.00	(18,080.00)	13,849,427.00	932,844.34	149,361.56	6,327,679.95	7,372,385.49	47	6,526,178.00
Department 329 - INTELLIGENCE BUREAU	2,470,179.00	.00	2,470,179.00	201,222.87	48,220.00	1,199,746.00	1,222,213.00	51	967,003.48
Department 336 - FIRE ADMINISTRATION	1,305,323.00	.00	1,305,323.00	125,604.22	.00	790,337.27	514,985.73	61	719,020.70
Department 338 - FIRE FIGHTING	14,679,677.00	.00	14,679,677.00	1,025,243.35	376,281.37	7,211,271.31	7,092,124.32	52	7,221,623.73
Department 341 - FIRE PREVENTION	884,992.00	.00	884,992.00	65,676.91	.00	469,249.03	415,742.97	53	469,230.87
Department 371 - INSPECTION	1,832,980.00	.00	1,832,980.00	101,939.51	.00	820,924.83	1,012,055.17	45	856,038.36
Department 381 - BLDG CODE BD OF APPEALS	1,861.00	.00	1,861.00	.00	.00	20.00	1,841.00	1	.00
Department 435 - TRAFFIC COMMISSION	2,353.00	.00	2,353.00	172.23	.00	1,071.12	1,281.88	46	1,108.83
Department 441 - PUBLIC SERV ADMIN	21,971.00	15,000.00	36,971.00	(14,552.36)	.00	(12,456.44)	49,427.44	-34	(81,929.29)
Department 443 - PUBLIC SERV-EQUIP MAINT	128,377.00	.00	128,377.00	(57,430.44)	.00	(346,038.88)	474,415.88	-270	(74,219.71)
Department 447 - ENGINEERING	795.00	.00	795.00	(9,677.89)	.00	(73,406.08)	74,201.08	-9233	(119,177.54)
Department 448 - STREET LIGHTING	242,321.00	.00	242,321.00	22,940.34	.00	166,286.44	76,034.56	69	119,279.39
Department 463 - MAINTENANCE-STREET	271,255.00	(5,500.00)	265,755.00	(51,635.67)	.00	231,364.84	34,390.16	87	147,250.85
Department 523 - PUBLIC SERV-BLDG MAINT	1,817,657.00	(4,000.00)	1,813,657.00	111,035.32	9,371.41	844,375.31	959,910.28	47	777,099.53
Department 524 - PARKS	1,407,503.00	(5,500.00)	1,402,003.00	111,341.24	25,017.21	731,028.72	645,957.07	54	500,395.56
Department 701 - PLANNING	695,738.00	.00	695,738.00	42,057.93	.00	345,346.36	350,391.64	50	334,075.65
Department 702 - ZONING BOARD OF APPEALS	58,973.00	.00	58,973.00	(247.56)	.00	8,820.76	50,152.24	15	26,112.41
Department 752 - RECREATION ADMINISTRATION	138,003.00	.00	138,003.00	1,619.68	.00	56,847.22	81,155.78	41	62,029.80
Department 758 - RECREATION FACILITIES	292,056.00	.00	292,056.00	12,646.05	87,400.00	22,679.89	181,976.11	38	13,773.50
Department 759 - RECREATION ATHLETICS	112,294.00	.00	112,294.00	16,692.30	.00	58,795.05	53,498.95	52	47,147.56
Department 820 - PARKS & REC - SENIOR SERVICES	610,732.00	.00	610,732.00	44,491.69	.00	331,021.13	279,710.87	54	333,029.48
Department 821 - P&R - GREENMEAD AND CULTURAL	1,015,269.00	147,860.00	1,163,129.00	72,564.13	179,095.00	500,405.29	483,628.71	58	469,773.86
EXPENSE TOTALS	\$67,117,072.00	\$147,860.00	\$67,264,932.00	\$4,712,620.76	\$1,081,248.39	\$31,442,310.71	\$34,741,372.90	48%	\$31,117,970.56
Fund 101 - GENERAL FUND Totals									
REVENUE TOTALS	67,118,544.00	147,860.00	67,266,404.00	4,150,384.75	.00	55,288,814.80	11,977,589.20	82%	55,831,952.77
EXPENSE TOTALS	67,117,072.00	147,860.00	67,264,932.00	4,712,620.76	1,081,248.39	31,442,310.71	34,741,372.90	48%	31,117,970.56
Fund 101 - GENERAL FUND Totals	\$1,472.00	\$0.00	\$1,472.00	(\$562,236.01)	(\$1,081,248.39)	\$23,846,504.09	(\$22,763,783.70)		\$24,713,982.21



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 202 - MAJOR STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	9,094,315.00	.00	9,094,315.00	710,201.94	.00	3,957,710.15	5,136,604.85	44	3,786,028.26
REVENUE TOTALS	\$9,094,315.00	\$0.00	\$9,094,315.00	\$710,201.94	\$0.00	\$3,957,710.15	\$5,136,604.85	44%	\$3,786,028.26
EXPENSE									
Department 448 - STREET LIGHTING	610,359.00	.00	610,359.00	174,026.00	.00	412,028.00	198,331.00	68	408,331.69
Department 451 - CONST-STREET AND BRIDGES	60,000.00	4,290.00	64,290.00	.00	.00	.00	64,290.00	0	.00
Department 463 - MAINTENANCE-STREET	944,892.00	373,897.00	1,318,789.00	97,066.64	.00	517,967.80	800,821.20	39	276,597.44
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 478 - MAINT-FREEWAY LIGHTING	25,000.00	.00	25,000.00	1,467.11	.00	10,415.24	14,584.76	42	9,278.87
Department 479 - SNOW AND ICE REMOVAL	921,234.00	396,497.00	1,317,731.00	26,769.00	.00	187,383.00	1,130,348.00	14	188,994.19
Department 483 - ADMIN, ENGIN RECORD KEEPI	147,228.00	.00	147,228.00	12,267.00	.00	85,869.00	61,359.00	58	86,779.00
Department 484 - FUND TRANSFERS	6,700,000.00	.00	6,700,000.00	558,333.33	.00	3,908,333.31	2,791,666.69	58	4,462,500.00
EXPENSE TOTALS	\$9,408,713.00	\$774,684.00	\$10,183,397.00	\$869,929.08	\$0.00	\$5,121,996.35	\$5,061,400.65	50%	\$5,432,481.19
Fund 202 - MAJOR STREET FUND Totals									
REVENUE TOTALS	9,094,315.00	.00	9,094,315.00	710,201.94	.00	3,957,710.15	5,136,604.85	44%	3,786,028.26
EXPENSE TOTALS	9,408,713.00	774,684.00	10,183,397.00	869,929.08	.00	5,121,996.35	5,061,400.65	50%	5,432,481.19
Fund 202 - MAJOR STREET FUND Totals	(\$314,398.00)	(\$774,684.00)	(\$1,089,082.00)	(\$159,727.14)	\$0.00	(\$1,164,286.20)	\$75,204.20		(\$1,646,452.93)



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 203 - LOCAL STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	10,155,239.00	.00	10,155,239.00	828,092.78	.00	5,414,458.44	4,740,780.56	53	5,898,705.23
REVENUE TOTALS	\$10,155,239.00	\$0.00	\$10,155,239.00	\$828,092.78	\$0.00	\$5,414,458.44	\$4,740,780.56	53%	\$5,898,705.23
EXPENSE									
Department 448 - STREET LIGHTING	130,000.00	.00	130,000.00	10,833.00	.00	75,831.00	54,169.00	58	72,916.69
Department 451 - CONST-STREET AND BRIDGES	125,000.00	.00	125,000.00	.00	.00	.00	125,000.00	0	.00
Department 463 - MAINTENANCE-STREET	1,765,706.00	.00	1,765,706.00	133,755.71	.00	1,107,935.21	657,770.79	63	919,954.63
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 479 - SNOW AND ICE REMOVAL	449,168.00	.00	449,168.00	37,430.00	.00	262,010.00	187,158.00	58	244,537.44
Department 483 - ADMIN, ENGIN RECORD KEEPI	709,656.00	.00	709,656.00	59,136.00	.00	413,952.00	295,704.00	58	396,522.00
Department 484 - FUND TRANSFERS	7,150,000.00	.00	7,150,000.00	595,833.00	.00	4,170,831.00	2,979,169.00	58	4,637,500.00
EXPENSE TOTALS	\$10,329,530.00	\$0.00	\$10,329,530.00	\$836,987.71	\$0.00	\$6,030,559.21	\$4,298,970.79	58%	\$6,271,430.76
Fund 203 - LOCAL STREET FUND Totals									
REVENUE TOTALS	10,155,239.00	.00	10,155,239.00	828,092.78	.00	5,414,458.44	4,740,780.56	53%	5,898,705.23
EXPENSE TOTALS	10,329,530.00	.00	10,329,530.00	836,987.71	.00	6,030,559.21	4,298,970.79	58%	6,271,430.76
Fund 203 - LOCAL STREET FUND Totals	(\$174,291.00)	\$0.00	(\$174,291.00)	(\$8,894.93)	\$0.00	(\$616,100.77)	\$441,809.77		(\$372,725.53)



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Fund 204 - ROAD - SIDEWALK & TREE									
REVENUE									
Department 000 - ACCOUNT BALANCES	11,810,117.00	319,000.00	12,129,117.00	629,035.50	.00	9,330,372.00	2,798,745.00	77	9,048,446.18
REVENUE TOTALS	\$11,810,117.00	\$319,000.00	\$12,129,117.00	\$629,035.50	\$0.00	\$9,330,372.00	\$2,798,745.00	77%	\$9,048,446.18
EXPENSE									
Department 441 - PUBLIC SERV ADMIN	30,968.00	.00	30,968.00	2,580.00	.00	18,060.00	12,908.00	58	29,722.00
Department 447 - ENGINEERING	2,286,944.00	319,866.00	2,606,810.00	396,835.23	.00	892,691.46	1,714,118.54	34	649,408.40
Department 463 - MAINTENANCE-STREET	10,320,000.00	1,957,453.00	12,277,453.00	3,147,351.74	.00	3,619,172.57	8,658,280.43	29	4,015,372.65
Department 530 - FORESTRY	125,000.00	319,000.00	444,000.00	10,894.40	.00	10,894.40	433,105.60	2	62,054.00
EXPENSE TOTALS	\$12,762,912.00	\$2,596,319.00	\$15,359,231.00	\$3,557,661.37	\$0.00	\$4,540,818.43	\$10,818,412.57	30%	\$4,756,557.05
Fund 204 - ROAD - SIDEWALK & TREE Totals									
REVENUE TOTALS	11,810,117.00	319,000.00	12,129,117.00	629,035.50	.00	9,330,372.00	2,798,745.00	77%	9,048,446.18
EXPENSE TOTALS	12,762,912.00	2,596,319.00	15,359,231.00	3,557,661.37	.00	4,540,818.43	10,818,412.57	30%	4,756,557.05
Fund 204 - ROAD - SIDEWALK & TREE Totals	(\$952,795.00)	(\$2,277,319.00)	(\$3,230,114.00)	(\$2,928,625.87)	\$0.00	\$4,789,553.57	(\$8,019,667.57)		\$4,291,889.13



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Fund 208 - COMMUNITY RECREATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	8,273,773.00	343,803.00	8,617,576.00	387,550.37	.00	6,838,870.00	1,778,706.00	79	6,382,475.90
REVENUE TOTALS	\$8,273,773.00	\$343,803.00	\$8,617,576.00	\$387,550.37	\$0.00	\$6,838,870.00	\$1,778,706.00	79%	\$6,382,475.90
EXPENSE									
Department 755 - RECREATION CENTER	7,464,634.00	74,724.00	7,539,358.00	366,287.27	153,118.11	4,293,528.56	3,092,711.33	59	4,153,547.96
Department 756 - OTHER RECREATION	22,100.00	319,823.00	341,923.00	.00	.00	76,683.92	265,239.08	22	100,820.19
Department 757 - ICE RINK	389,636.00	.00	389,636.00	.00	.00	357,807.88	31,828.12	92	352,353.30
Department 776 - SPECIAL EVENTS	159,342.00	20.00	159,362.00	11,984.39	3,818.00	34,124.13	121,419.87	24	17,820.23
Department 795 - SWIMMING POOL - BOTSFORD	278,189.00	11,000.00	289,189.00	11,671.04	104,314.00	15,585.69	169,289.31	41	116,141.51
Department 796 - SWIMMING POOL - CLEMENT C	169,164.00	1,000.00	170,164.00	10,609.26	14,502.00	17,010.68	138,651.32	19	42,712.63
Department 797 - SWIMMING POOL - SHELDON	104,227.00	5,000.00	109,227.00	8,599.15	1,926.00	10,745.50	96,555.50	12	62,993.51
EXPENSE TOTALS	\$8,587,292.00	\$411,567.00	\$8,998,859.00	\$409,151.11	\$277,678.11	\$4,805,486.36	\$3,915,694.53	56%	\$4,846,389.33
Fund 208 - COMMUNITY RECREATION Totals									
REVENUE TOTALS	8,273,773.00	343,803.00	8,617,576.00	387,550.37	.00	6,838,870.00	1,778,706.00	79%	6,382,475.90
EXPENSE TOTALS	8,587,292.00	411,567.00	8,998,859.00	409,151.11	277,678.11	4,805,486.36	3,915,694.53	56%	4,846,389.33
Fund 208 - COMMUNITY RECREATION Totals	(\$313,519.00)	(\$67,764.00)	(\$381,283.00)	(\$21,600.74)	(\$277,678.11)	\$2,033,383.64	(\$2,136,988.53)		\$1,536,086.57



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Fund 211 - DESIGNATED PURPOSE									
REVENUE									
Department 000 - ACCOUNT BALANCES	120,000.00	.00	120,000.00	11,802.00	.00	65,574.20	54,425.80	55	41,797.22
REVENUE TOTALS	\$120,000.00	\$0.00	\$120,000.00	\$11,802.00	\$0.00	\$65,574.20	\$54,425.80	55%	\$41,797.22
EXPENSE									
Department 000 - ACCOUNT BALANCES	191,140.00	.00	191,140.00	6,686.16	.00	81,073.45	110,066.55	42	40,822.44
EXPENSE TOTALS	\$191,140.00	\$0.00	\$191,140.00	\$6,686.16	\$0.00	\$81,073.45	\$110,066.55	42%	\$40,822.44
Fund 211 - DESIGNATED PURPOSE Totals									
REVENUE TOTALS	120,000.00	.00	120,000.00	11,802.00	.00	65,574.20	54,425.80	55%	41,797.22
EXPENSE TOTALS	191,140.00	.00	191,140.00	6,686.16	.00	81,073.45	110,066.55	42%	40,822.44
Fund 211 - DESIGNATED PURPOSE Totals	(\$71,140.00)	\$0.00	(\$71,140.00)	\$5,115.84	\$0.00	(\$15,499.25)	(\$55,640.75)		\$974.78



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Fund 219 - SP ASSESS-LIGHTING									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,000.00	.00	2,000.00	4,041.60	.00	16,582.00	(14,582.00)	829	(1,384.55)
Department 457 - STREETLIGHTING	1,130,906.00	.00	1,130,906.00	.00	.00	1,154,117.51	(23,211.51)	102	1,175,282.36
REVENUE TOTALS	\$1,132,906.00	\$0.00	\$1,132,906.00	\$4,041.60	\$0.00	\$1,170,699.51	(\$37,793.51)	103%	\$1,173,897.81
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 457 - STREETLIGHTING	1,170,764.00	.00	1,170,764.00	88,004.20	.00	575,155.28	595,608.72	49	965,226.48
EXPENSE TOTALS	\$1,170,764.00	\$0.00	\$1,170,764.00	\$88,004.20	\$0.00	\$575,155.28	\$595,608.72	49%	\$965,226.48
Fund 219 - SP ASSESS-LIGHTING Totals									
REVENUE TOTALS	1,132,906.00	.00	1,132,906.00	4,041.60	.00	1,170,699.51	(37,793.51)	103%	1,173,897.81
EXPENSE TOTALS	1,170,764.00	.00	1,170,764.00	88,004.20	.00	575,155.28	595,608.72	49%	965,226.48
Fund 219 - SP ASSESS-LIGHTING Totals	(\$37,858.00)	\$0.00	(\$37,858.00)	(\$83,962.60)	\$0.00	\$595,544.23	(\$633,402.23)		\$208,671.33



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Fund 226 - MUNICIPAL REFUSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	12,846,718.00	.00	12,846,718.00	70,043.54	.00	13,217,397.32	(370,679.32)	103	12,079,095.69
REVENUE TOTALS	\$12,846,718.00	\$0.00	\$12,846,718.00	\$70,043.54	\$0.00	\$13,217,397.32	(\$370,679.32)	103%	\$12,079,095.69
EXPENSE									
Department 521 - SANITATION	1,360,439.00	.00	1,360,439.00	28,777.99	32,328.00	601,185.92	726,925.08	47	559,378.05
Department 528 - PUBLIC SERVICE	11,858,726.00	226,413.00	12,085,139.00	945,315.55	154,098.85	6,055,426.96	5,875,613.19	51	5,829,800.71
Department 529 - ANIMAL CONTROL	382,033.00	(20,000.00)	362,033.00	21,349.34	.00	151,312.96	210,720.04	42	132,099.59
EXPENSE TOTALS	\$13,601,198.00	\$206,413.00	\$13,807,611.00	\$995,442.88	\$186,426.85	\$6,807,925.84	\$6,813,258.31	51%	\$6,521,278.35
Fund 226 - MUNICIPAL REFUSE FUND Totals									
REVENUE TOTALS	12,846,718.00	.00	12,846,718.00	70,043.54	.00	13,217,397.32	(370,679.32)	103%	12,079,095.69
EXPENSE TOTALS	13,601,198.00	206,413.00	13,807,611.00	995,442.88	186,426.85	6,807,925.84	6,813,258.31	51%	6,521,278.35
Fund 226 - MUNICIPAL REFUSE FUND Totals	(\$754,480.00)	(\$206,413.00)	(\$960,893.00)	(\$925,399.34)	(\$186,426.85)	\$6,409,471.48	(\$7,183,937.63)		\$5,557,817.34



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Fund 242 - LIVONIA BROWNFIELD - LSRRF									
REVENUE									
Department 000 - ACCOUNT BALANCES	150,000.00	.00	150,000.00	1,310.40	.00	74,390.94	75,609.06	50	39,809.85
REVENUE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$1,310.40	\$0.00	\$74,390.94	\$75,609.06	50%	\$39,809.85
EXPENSE									
Department 000 - ACCOUNT BALANCES	36,700.00	.00	36,700.00	2,640.00	.00	18,480.00	18,220.00	50	18,291.00
EXPENSE TOTALS	\$36,700.00	\$0.00	\$36,700.00	\$2,640.00	\$0.00	\$18,480.00	\$18,220.00	50%	\$18,291.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals									
REVENUE TOTALS	150,000.00	.00	150,000.00	1,310.40	.00	74,390.94	75,609.06	50%	39,809.85
EXPENSE TOTALS	36,700.00	.00	36,700.00	2,640.00	.00	18,480.00	18,220.00	50%	18,291.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals	\$113,300.00	\$0.00	\$113,300.00	(\$1,329.60)	\$0.00	\$55,910.94	\$57,389.06		\$21,518.85



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Fund 243 - LIVONIA BROWNFIELD REDEV AUTH									
REVENUE									
Department 000 - ACCOUNT BALANCES	830,000.00	.00	830,000.00	.00	.00	293,895.84	536,104.16	35	194,091.42
REVENUE TOTALS	\$830,000.00	\$0.00	\$830,000.00	\$0.00	\$0.00	\$293,895.84	\$536,104.16	35%	\$194,091.42
EXPENSE									
Department 000 - ACCOUNT BALANCES	830,000.00	.00	830,000.00	.00	.00	293,895.84	536,104.16	35	194,091.42
EXPENSE TOTALS	\$830,000.00	\$0.00	\$830,000.00	\$0.00	\$0.00	\$293,895.84	\$536,104.16	35%	\$194,091.42
Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals									
REVENUE TOTALS	830,000.00	.00	830,000.00	.00	.00	293,895.84	536,104.16	35%	194,091.42
EXPENSE TOTALS	830,000.00	.00	830,000.00	.00	.00	293,895.84	536,104.16	35%	194,091.42
Fund 243 - LIVONIA BROWNFIELD REDEV AUTH Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 244 - ECONOMIC DEVEL CORP									
REVENUE									
Department 000 - ACCOUNT BALANCES	100.00	.00	100.00	75.90	.00	546.54	(446.54)	547	(140.04)
REVENUE TOTALS	\$100.00	\$0.00	\$100.00	\$75.90	\$0.00	\$546.54	(\$446.54)	547%	(\$140.04)
EXPENSE									
Department 000 - ACCOUNT BALANCES	107.00	.00	107.00	.00	.00	.00	107.00	0	.00
EXPENSE TOTALS	\$107.00	\$0.00	\$107.00	\$0.00	\$0.00	\$0.00	\$107.00	0%	\$0.00
Fund 244 - ECONOMIC DEVEL CORP Totals									
REVENUE TOTALS	100.00	.00	100.00	75.90	.00	546.54	(446.54)	547%	(140.04)
EXPENSE TOTALS	107.00	.00	107.00	.00	.00	.00	107.00	0%	.00
Fund 244 - ECONOMIC DEVEL CORP Totals	(\$7.00)	\$0.00	(\$7.00)	\$75.90	\$0.00	\$546.54	(\$553.54)		(\$140.04)



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Fund 248 - PLYMOUTH RD DEV AUTHORITY									
REVENUE									
Department 000 - ACCOUNT BALANCES	780,419.00	.00	780,419.00	(24,942.49)	.00	(20,972.41)	801,391.41	-3	622.62
REVENUE TOTALS	\$780,419.00	\$0.00	\$780,419.00	(\$24,942.49)	\$0.00	(\$20,972.41)	\$801,391.41	-3%	\$622.62
EXPENSE									
Department 000 - ACCOUNT BALANCES	820,041.00	.00	820,041.00	(115,569.95)	.00	53,020.11	767,020.89	6	171,967.91
EXPENSE TOTALS	\$820,041.00	\$0.00	\$820,041.00	(\$115,569.95)	\$0.00	\$53,020.11	\$767,020.89	6%	\$171,967.91
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals									
REVENUE TOTALS	780,419.00	.00	780,419.00	(24,942.49)	.00	(20,972.41)	801,391.41	-3%	622.62
EXPENSE TOTALS	820,041.00	.00	820,041.00	(115,569.95)	.00	53,020.11	767,020.89	6%	171,967.91
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals	(\$39,622.00)	\$0.00	(\$39,622.00)	\$90,627.46	\$0.00	(\$73,992.52)	\$34,370.52		(\$171,345.29)



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Fund 260 - MIDC GRANT									
REVENUE									
Department 000 - ACCOUNT BALANCES	456,199.00	.00	456,199.00	.00	.00	418,643.64	37,555.36	92	511,071.54
REVENUE TOTALS	\$456,199.00	\$0.00	\$456,199.00	\$0.00	\$0.00	\$418,643.64	\$37,555.36	92%	\$511,071.54
EXPENSE									
Department 000 - ACCOUNT BALANCES	456,199.00	.00	456,199.00	20,998.35	.00	140,878.33	315,320.67	31	136,591.89
EXPENSE TOTALS	\$456,199.00	\$0.00	\$456,199.00	\$20,998.35	\$0.00	\$140,878.33	\$315,320.67	31%	\$136,591.89
Fund 260 - MIDC GRANT Totals									
REVENUE TOTALS	456,199.00	.00	456,199.00	.00	.00	418,643.64	37,555.36	92%	511,071.54
EXPENSE TOTALS	456,199.00	.00	456,199.00	20,998.35	.00	140,878.33	315,320.67	31%	136,591.89
Fund 260 - MIDC GRANT Totals	\$0.00	\$0.00	\$0.00	(\$20,998.35)	\$0.00	\$277,765.31	(\$277,765.31)		\$374,479.65



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Fund 261 - PUB. SAFETY COMMUNICATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	460,000.00	.00	460,000.00	50,527.85	.00	377,527.02	82,472.98	82	428,816.75
REVENUE TOTALS	\$460,000.00	\$0.00	\$460,000.00	\$50,527.85	\$0.00	\$377,527.02	\$82,472.98	82%	\$428,816.75
EXPENSE									
Department 000 - ACCOUNT BALANCES	3,915,500.00	.00	3,915,500.00	4,334.88	.00	100,644.53	3,814,855.47	3	187,878.05
EXPENSE TOTALS	\$3,915,500.00	\$0.00	\$3,915,500.00	\$4,334.88	\$0.00	\$100,644.53	\$3,814,855.47	3%	\$187,878.05
Fund 261 - PUB. SAFETY COMMUNICATION Totals									
REVENUE TOTALS	460,000.00	.00	460,000.00	50,527.85	.00	377,527.02	82,472.98	82%	428,816.75
EXPENSE TOTALS	3,915,500.00	.00	3,915,500.00	4,334.88	.00	100,644.53	3,814,855.47	3%	187,878.05
Fund 261 - PUB. SAFETY COMMUNICATION Totals	(\$3,455,500.00)	\$0.00	(\$3,455,500.00)	\$46,192.97	\$0.00	\$276,882.49	(\$3,732,382.49)		\$240,938.70



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Fund 262 - ADJUDICATED FORFEITURES									
REVENUE									
Department 000 - ACCOUNT BALANCES	170,000.00	.00	170,000.00	29,482.64	.00	189,723.83	(19,723.83)	112	56,925.00
REVENUE TOTALS	\$170,000.00	\$0.00	\$170,000.00	\$29,482.64	\$0.00	\$189,723.83	(\$19,723.83)	112%	\$56,925.00
EXPENSE									
Department 333 - STATE/LOCAL FORFEITURE EX	532,600.00	.00	532,600.00	15,945.06	.00	29,287.51	503,312.49	5	16,113.26
Department 334 - FEDERAL FORFEITURE EXP	223,750.00	.00	223,750.00	459.95	.00	459.95	223,290.05	0	23,012.06
Department 335 - CONTINUING CRIMINAL ENTERPRISE	145,000.00	.00	145,000.00	.00	.00	.00	145,000.00	0	1,083.75
EXPENSE TOTALS	\$901,350.00	\$0.00	\$901,350.00	\$16,405.01	\$0.00	\$29,747.46	\$871,602.54	3%	\$40,209.07
Fund 262 - ADJUDICATED FORFEITURES Totals									
REVENUE TOTALS	170,000.00	.00	170,000.00	29,482.64	.00	189,723.83	(19,723.83)	112%	56,925.00
EXPENSE TOTALS	901,350.00	.00	901,350.00	16,405.01	.00	29,747.46	871,602.54	3%	40,209.07
Fund 262 - ADJUDICATED FORFEITURES Totals	(\$731,350.00)	\$0.00	(\$731,350.00)	\$13,077.63	\$0.00	\$159,976.37	(\$891,326.37)		\$16,715.93



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Fund 270 - HISTORICAL COMMISSION									
REVENUE									
Department 000 - ACCOUNT BALANCES	89,200.00	.00	89,200.00	36,127.50	.00	89,940.04	(740.04)	101	108,907.17
REVENUE TOTALS	\$89,200.00	\$0.00	\$89,200.00	\$36,127.50	\$0.00	\$89,940.04	(\$740.04)	101%	\$108,907.17
EXPENSE									
Department 000 - ACCOUNT BALANCES	62,000.00	149,495.00	211,495.00	149,689.97	.00	169,553.55	41,941.45	80	22,500.38
EXPENSE TOTALS	\$62,000.00	\$149,495.00	\$211,495.00	\$149,689.97	\$0.00	\$169,553.55	\$41,941.45	80%	\$22,500.38
Fund 270 - HISTORICAL COMMISSION Totals									
REVENUE TOTALS	89,200.00	.00	89,200.00	36,127.50	.00	89,940.04	(740.04)	101%	108,907.17
EXPENSE TOTALS	62,000.00	149,495.00	211,495.00	149,689.97	.00	169,553.55	41,941.45	80%	22,500.38
Fund 270 - HISTORICAL COMMISSION Totals	\$27,200.00	(\$149,495.00)	(\$122,295.00)	(\$113,562.47)	\$0.00	(\$79,613.51)	(\$42,681.49)		\$86,406.79



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Fund 271 - LIBRARY FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	4,430,642.00	.00	4,430,642.00	49,535.95	.00	4,630,491.56	(199,849.56)	105	4,165,862.14
REVENUE TOTALS	\$4,430,642.00	\$0.00	\$4,430,642.00	\$49,535.95	\$0.00	\$4,630,491.56	(\$199,849.56)	105%	\$4,165,862.14
EXPENSE									
Department 778 - CIVIC CENTER LIBRARY	4,178,232.00	536,880.00	4,715,112.00	223,116.49	35,822.00	1,753,971.38	2,925,318.62	38	1,678,971.91
Department 779 - NOBLE LIBRARY	15,000.00	.00	15,000.00	276.42	.00	2,381.33	12,618.67	16	3,718.51
Department 780 - SANDBURG LIBRARY	747,294.00	.00	747,294.00	27,430.19	.00	387,794.06	359,499.94	52	402,692.08
EXPENSE TOTALS	\$4,940,526.00	\$536,880.00	\$5,477,406.00	\$250,823.10	\$35,822.00	\$2,144,146.77	\$3,297,437.23	40%	\$2,085,382.50
Fund 271 - LIBRARY FUND Totals									
REVENUE TOTALS	4,430,642.00	.00	4,430,642.00	49,535.95	.00	4,630,491.56	(199,849.56)	105%	4,165,862.14
EXPENSE TOTALS	4,940,526.00	536,880.00	5,477,406.00	250,823.10	35,822.00	2,144,146.77	3,297,437.23	40%	2,085,382.50
Fund 271 - LIBRARY FUND Totals	(\$509,884.00)	(\$536,880.00)	(\$1,046,764.00)	(\$201,287.15)	(\$35,822.00)	\$2,486,344.79	(\$3,497,286.79)		\$2,080,479.64



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Fund 272 - ARTS COMMISSION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	8,500.00	.00	8,500.00	264.81	.00	2,000.28	6,499.72	24	2,717.92
REVENUE TOTALS	\$8,500.00	\$0.00	\$8,500.00	\$264.81	\$0.00	\$2,000.28	\$6,499.72	24%	\$2,717.92
EXPENSE									
Department 000 - ACCOUNT BALANCES	17,700.00	.00	17,700.00	280.70	.00	280.70	17,419.30	2	892.78
EXPENSE TOTALS	\$17,700.00	\$0.00	\$17,700.00	\$280.70	\$0.00	\$280.70	\$17,419.30	2%	\$892.78
Fund 272 - ARTS COMMISSION FUND Totals									
REVENUE TOTALS	8,500.00	.00	8,500.00	264.81	.00	2,000.28	6,499.72	24%	2,717.92
EXPENSE TOTALS	17,700.00	.00	17,700.00	280.70	.00	280.70	17,419.30	2%	892.78
Fund 272 - ARTS COMMISSION FUND Totals	(\$9,200.00)	\$0.00	(\$9,200.00)	(\$15.89)	\$0.00	\$1,719.58	(\$10,919.58)		\$1,825.14



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Fund 284 - OPIOID SETTLEMENT FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	810.90	.00	4,237.06	(4,237.06)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$810.90	\$0.00	\$4,237.06	(\$4,237.06)	+++	\$0.00
Fund 284 - OPIOID SETTLEMENT FUND Totals									
REVENUE TOTALS	.00	.00	.00	810.90	.00	4,237.06	(4,237.06)	+++	.00
Fund 284 - OPIOID SETTLEMENT FUND Totals	\$0.00	\$0.00	\$0.00	\$810.90	\$0.00	\$4,237.06	(\$4,237.06)		\$0.00



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Fund 286 - TRANSIT & CAPITAL IMPR									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,608,950.00	.00	2,608,950.00	1,036.40	.00	2,649,038.11	(40,088.11)	102	2,506,841.00
REVENUE TOTALS	\$2,608,950.00	\$0.00	\$2,608,950.00	\$1,036.40	\$0.00	\$2,649,038.11	(\$40,088.11)	102%	\$2,506,841.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,608,950.00	.00	2,608,950.00	.00	.00	2,608,950.00	.00	100	2,465,846.00
EXPENSE TOTALS	\$2,608,950.00	\$0.00	\$2,608,950.00	\$0.00	\$0.00	\$2,608,950.00	\$0.00	100%	\$2,465,846.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals									
REVENUE TOTALS	2,608,950.00	.00	2,608,950.00	1,036.40	.00	2,649,038.11	(40,088.11)	102%	2,506,841.00
EXPENSE TOTALS	2,608,950.00	.00	2,608,950.00	.00	.00	2,608,950.00	.00	100%	2,465,846.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals	\$0.00	\$0.00	\$0.00	\$1,036.40	\$0.00	\$40,088.11	(\$40,088.11)		\$40,995.00



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Fund 288 - COMMUNITY TRANSIT PROGRAM									
REVENUE									
Department 000 - ACCOUNT BALANCES	704,445.00	.00	704,445.00	7,094.50	.00	604,655.25	99,789.75	86	677,360.52
REVENUE TOTALS	\$704,445.00	\$0.00	\$704,445.00	\$7,094.50	\$0.00	\$604,655.25	\$99,789.75	86%	\$677,360.52
EXPENSE									
Department 606 - COMM TRANSIT DISPATCHERS	102,624.00	.00	102,624.00	8,237.45	.00	55,439.54	47,184.46	54	49,918.28
Department 607 - COMMUNITY TRANSIT ADMIN	160,583.00	.00	160,583.00	10,254.43	.00	84,519.28	76,063.72	53	87,080.64
Department 608 - COMMUNITY TRANSIT	935,910.00	212,883.00	1,148,793.00	(101,620.62)	99,080.35	348,103.62	701,609.03	39	318,934.66
EXPENSE TOTALS	\$1,199,117.00	\$212,883.00	\$1,412,000.00	(\$83,128.74)	\$99,080.35	\$488,062.44	\$824,857.21	42%	\$455,933.58
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals									
REVENUE TOTALS	704,445.00	.00	704,445.00	7,094.50	.00	604,655.25	99,789.75	86%	677,360.52
EXPENSE TOTALS	1,199,117.00	212,883.00	1,412,000.00	(83,128.74)	99,080.35	488,062.44	824,857.21	42%	455,933.58
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals	(\$494,672.00)	(\$212,883.00)	(\$707,555.00)	\$90,223.24	(\$99,080.35)	\$116,592.81	(\$725,067.46)		\$221,426.94



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Fund 297 - CABLE TELEVISION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	386,200.00	.00	386,200.00	1,921.97	.00	192,591.44	193,608.56	50	180,228.13
REVENUE TOTALS	\$386,200.00	\$0.00	\$386,200.00	\$1,921.97	\$0.00	\$192,591.44	\$193,608.56	50%	\$180,228.13
EXPENSE									
Department 806 - CABLE TELEVISION	641,279.00	32,000.00	673,279.00	33,823.73	1,966.20	299,902.34	371,410.46	45	251,933.42
EXPENSE TOTALS	\$641,279.00	\$32,000.00	\$673,279.00	\$33,823.73	\$1,966.20	\$299,902.34	\$371,410.46	45%	\$251,933.42
Fund 297 - CABLE TELEVISION FUND Totals									
REVENUE TOTALS	386,200.00	.00	386,200.00	1,921.97	.00	192,591.44	193,608.56	50%	180,228.13
EXPENSE TOTALS	641,279.00	32,000.00	673,279.00	33,823.73	1,966.20	299,902.34	371,410.46	45%	251,933.42
Fund 297 - CABLE TELEVISION FUND Totals	(\$255,079.00)	(\$32,000.00)	(\$287,079.00)	(\$31,901.76)	(\$1,966.20)	(\$107,310.90)	(\$177,801.90)		(\$71,705.29)



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Fund 372 - D/S 2015 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97	173,459.75
REVENUE TOTALS	\$181,245.00	\$0.00	\$181,245.00	\$0.00	\$0.00	\$176,422.00	\$4,823.00	97%	\$173,459.75
EXPENSE									
Department 000 - ACCOUNT BALANCES	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97	173,459.75
EXPENSE TOTALS	\$181,245.00	\$0.00	\$181,245.00	\$0.00	\$0.00	\$176,422.00	\$4,823.00	97%	\$173,459.75
Fund 372 - D/S 2015 MBA REFUNDING Totals									
REVENUE TOTALS	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97%	173,459.75
EXPENSE TOTALS	181,245.00	.00	181,245.00	.00	.00	176,422.00	4,823.00	97%	173,459.75
Fund 372 - D/S 2015 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 373 - D/S 2016 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84	449,900.00
REVENUE TOTALS	\$548,300.00	\$0.00	\$548,300.00	\$0.00	\$0.00	\$458,000.00	\$90,300.00	84%	\$449,900.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84	449,900.00
EXPENSE TOTALS	\$548,300.00	\$0.00	\$548,300.00	\$0.00	\$0.00	\$458,000.00	\$90,300.00	84%	\$449,900.00
Fund 373 - D/S 2016 MBA REFUNDING Totals									
REVENUE TOTALS	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84%	449,900.00
EXPENSE TOTALS	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84%	449,900.00
Fund 373 - D/S 2016 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 374 - D/S 2017 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87	1,711,900.00
REVENUE TOTALS	\$1,994,175.00	\$0.00	\$1,994,175.00	\$0.00	\$0.00	\$1,735,750.00	\$258,425.00	87%	\$1,711,900.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87	1,711,900.00
EXPENSE TOTALS	\$1,994,175.00	\$0.00	\$1,994,175.00	\$0.00	\$0.00	\$1,735,750.00	\$258,425.00	87%	\$1,711,900.00
Fund 374 - D/S 2017 MBA REFUNDING Totals									
REVENUE TOTALS	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87%	1,711,900.00
EXPENSE TOTALS	1,994,175.00	.00	1,994,175.00	.00	.00	1,735,750.00	258,425.00	87%	1,711,900.00
Fund 374 - D/S 2017 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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Fund 401 - CAPITAL PROJECTS									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,118,950.00	.00	2,118,950.00	28,727.86	.00	3,281,992.52	(1,163,042.52)	155	2,358,918.98
REVENUE TOTALS	\$2,118,950.00	\$0.00	\$2,118,950.00	\$28,727.86	\$0.00	\$3,281,992.52	(\$1,163,042.52)	155%	\$2,358,918.98
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,907,500.00	8,615,278.00	11,522,778.00	214,012.47	790,715.26	2,955,654.54	7,776,408.20	33	1,936,924.38
EXPENSE TOTALS	\$2,907,500.00	\$8,615,278.00	\$11,522,778.00	\$214,012.47	\$790,715.26	\$2,955,654.54	\$7,776,408.20	33%	\$1,936,924.38
Fund 401 - CAPITAL PROJECTS Totals									
REVENUE TOTALS	2,118,950.00	.00	2,118,950.00	28,727.86	.00	3,281,992.52	(1,163,042.52)	155%	2,358,918.98
EXPENSE TOTALS	2,907,500.00	8,615,278.00	11,522,778.00	214,012.47	790,715.26	2,955,654.54	7,776,408.20	33%	1,936,924.38
Fund 401 - CAPITAL PROJECTS Totals	(\$788,550.00)	(\$8,615,278.00)	(\$9,403,828.00)	(\$185,284.61)	(\$790,715.26)	\$326,337.98	(\$8,939,450.72)		\$421,994.60



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Fund 409 - GOLF COURSE CAPITAL IMPR									
REVENUE									
Department 000 - ACCOUNT BALANCES	205,200.00	.00	205,200.00	30,075.24	.00	48,977.00	156,223.00	24	373,781.60
REVENUE TOTALS	\$205,200.00	\$0.00	\$205,200.00	\$30,075.24	\$0.00	\$48,977.00	\$156,223.00	24%	\$373,781.60
EXPENSE									
Department 000 - ACCOUNT BALANCES	282,500.00	.00	282,500.00	5,707.61	.00	38,473.61	244,026.39	14	28,520.05
EXPENSE TOTALS	\$282,500.00	\$0.00	\$282,500.00	\$5,707.61	\$0.00	\$38,473.61	\$244,026.39	14%	\$28,520.05
Fund 409 - GOLF COURSE CAPITAL IMPR Totals									
REVENUE TOTALS	205,200.00	.00	205,200.00	30,075.24	.00	48,977.00	156,223.00	24%	373,781.60
EXPENSE TOTALS	282,500.00	.00	282,500.00	5,707.61	.00	38,473.61	244,026.39	14%	28,520.05
Fund 409 - GOLF COURSE CAPITAL IMPR Totals	(\$77,300.00)	\$0.00	(\$77,300.00)	\$24,367.63	\$0.00	\$10,503.39	(\$87,803.39)		\$345,261.55



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Fund 418 - BUILDING IMPROVEMENT FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	5,000.00	.00	5,000.00	28,532.10	.00	205,768.23	(200,768.23)	4115	(26,092.55)
REVENUE TOTALS	\$5,000.00	\$0.00	\$5,000.00	\$28,532.10	\$0.00	\$205,768.23	(\$200,768.23)	4115%	(\$26,092.55)
EXPENSE									
Department 000 - ACCOUNT BALANCES	100,000.00	.00	100,000.00	.00	.00	28,849.04	71,150.96	29	67,511.80
EXPENSE TOTALS	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$28,849.04	\$71,150.96	29%	\$67,511.80
Fund 418 - BUILDING IMPROVEMENT FUND Totals									
REVENUE TOTALS	5,000.00	.00	5,000.00	28,532.10	.00	205,768.23	(200,768.23)	4115%	(26,092.55)
EXPENSE TOTALS	100,000.00	.00	100,000.00	.00	.00	28,849.04	71,150.96	29%	67,511.80
Fund 418 - BUILDING IMPROVEMENT FUND Totals	(\$95,000.00)	\$0.00	(\$95,000.00)	\$28,532.10	\$0.00	\$176,919.19	(\$271,919.19)		(\$93,604.35)



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Fund 419 - SENIOR CENTER CONSTRUCTION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	12,098.86	.00	87,537.22	(87,537.22)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$12,098.86	\$0.00	\$87,537.22	(\$87,537.22)	+++	\$0.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	696,678.00	696,678.00	10,546.96	.00	38,367.67	658,310.33	6	.00
EXPENSE TOTALS	\$0.00	\$696,678.00	\$696,678.00	\$10,546.96	\$0.00	\$38,367.67	\$658,310.33	6%	\$0.00
Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals									
REVENUE TOTALS	.00	.00	.00	12,098.86	.00	87,537.22	(87,537.22)	+++	.00
EXPENSE TOTALS	.00	696,678.00	696,678.00	10,546.96	.00	38,367.67	658,310.33	6%	.00
Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals	\$0.00	(\$696,678.00)	(\$696,678.00)	\$1,551.90	\$0.00	\$49,169.55	(\$745,847.55)		\$0.00



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 470 - COURT BUILDING IMPROVEMENTS									
REVENUE									
Department 000 - ACCOUNT BALANCES	350,100.00	.00	350,100.00	34,118.00	.00	243,391.58	106,708.42	70	152,002.44
REVENUE TOTALS	\$350,100.00	\$0.00	\$350,100.00	\$34,118.00	\$0.00	\$243,391.58	\$106,708.42	70%	\$152,002.44
EXPENSE									
Department 000 - ACCOUNT BALANCES	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84	449,900.00
EXPENSE TOTALS	\$548,300.00	\$0.00	\$548,300.00	\$0.00	\$0.00	\$458,000.00	\$90,300.00	84%	\$449,900.00
Fund 470 - COURT BUILDING IMPROVEMENTS Totals									
REVENUE TOTALS	350,100.00	.00	350,100.00	34,118.00	.00	243,391.58	106,708.42	70%	152,002.44
EXPENSE TOTALS	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84%	449,900.00
Fund 470 - COURT BUILDING IMPROVEMENTS Totals	(\$198,200.00)	\$0.00	(\$198,200.00)	\$34,118.00	\$0.00	(\$214,608.42)	\$16,408.42		(\$297,897.56)



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 536 - NEWBURGH VILLAGE									
REVENUE									
Department 000 - ACCOUNT BALANCES	843,000.00	.00	843,000.00	73,165.77	.00	520,708.04	322,291.96	62	519,782.66
REVENUE TOTALS	\$843,000.00	\$0.00	\$843,000.00	\$73,165.77	\$0.00	\$520,708.04	\$322,291.96	62%	\$519,782.66
EXPENSE									
Department 677 - NEWBURGH VILLAGE	703,934.00	716,985.00	1,420,919.00	37,249.06	24,440.00	320,889.21	1,075,589.79	24	335,864.74
EXPENSE TOTALS	\$703,934.00	\$716,985.00	\$1,420,919.00	\$37,249.06	\$24,440.00	\$320,889.21	\$1,075,589.79	24%	\$335,864.74
Fund 536 - NEWBURGH VILLAGE Totals									
REVENUE TOTALS	843,000.00	.00	843,000.00	73,165.77	.00	520,708.04	322,291.96	62%	519,782.66
EXPENSE TOTALS	703,934.00	716,985.00	1,420,919.00	37,249.06	24,440.00	320,889.21	1,075,589.79	24%	335,864.74
Fund 536 - NEWBURGH VILLAGE Totals	\$139,066.00	(\$716,985.00)	(\$577,919.00)	\$35,916.71	(\$24,440.00)	\$199,818.83	(\$753,297.83)		\$183,917.92



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 538 - SILVER VILLAGE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	668,620.00	.00	668,620.00	62,728.17	.00	422,031.10	246,588.90	63	360,766.67
REVENUE TOTALS	\$668,620.00	\$0.00	\$668,620.00	\$62,728.17	\$0.00	\$422,031.10	\$246,588.90	63%	\$360,766.67
EXPENSE									
Department 676 - SILVER VILLAGE	603,445.00	160,000.00	763,445.00	46,200.28	.00	347,927.84	415,517.16	46	292,844.70
EXPENSE TOTALS	\$603,445.00	\$160,000.00	\$763,445.00	\$46,200.28	\$0.00	\$347,927.84	\$415,517.16	46%	\$292,844.70
Fund 538 - SILVER VILLAGE FUND Totals									
REVENUE TOTALS	668,620.00	.00	668,620.00	62,728.17	.00	422,031.10	246,588.90	63%	360,766.67
EXPENSE TOTALS	603,445.00	160,000.00	763,445.00	46,200.28	.00	347,927.84	415,517.16	46%	292,844.70
Fund 538 - SILVER VILLAGE FUND Totals	\$65,175.00	(\$160,000.00)	(\$94,825.00)	\$16,527.89	\$0.00	\$74,103.26	(\$168,928.26)		\$67,921.97



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 584 - GOLF COURSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,075,397.00	.00	2,075,397.00	406,737.45	.00	993,828.79	1,081,568.21	48	903,565.23
REVENUE TOTALS	\$2,075,397.00	\$0.00	\$2,075,397.00	\$406,737.45	\$0.00	\$993,828.79	\$1,081,568.21	48%	\$903,565.23
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	340,000.00
Department 773 - WHISPERING WILLOWS	735,662.00	.00	735,662.00	115,347.88	.00	400,328.20	335,333.80	54	307,678.78
Department 774 - IDYL WYLD	559,662.00	.00	559,662.00	77,795.99	.00	326,759.62	232,902.38	58	285,038.35
Department 775 - FOX CREEK	777,570.00	.00	777,570.00	86,217.05	.00	371,167.21	406,402.79	48	345,606.35
EXPENSE TOTALS	\$2,072,894.00	\$0.00	\$2,072,894.00	\$279,360.92	\$0.00	\$1,098,255.03	\$974,638.97	53%	\$1,278,323.48
Fund 584 - GOLF COURSE FUND Totals									
REVENUE TOTALS	2,075,397.00	.00	2,075,397.00	406,737.45	.00	993,828.79	1,081,568.21	48%	903,565.23
EXPENSE TOTALS	2,072,894.00	.00	2,072,894.00	279,360.92	.00	1,098,255.03	974,638.97	53%	1,278,323.48
Fund 584 - GOLF COURSE FUND Totals	\$2,503.00	\$0.00	\$2,503.00	\$127,376.53	\$0.00	(\$104,426.24)	\$106,929.24		(\$374,758.25)



BUDGET TO ACTUAL - COUNCIL SUMMARY -

06/30/2023

Through 06/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 592 - WATER AND SEWER FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	43,581,472.00	.00	43,581,472.00	4,458,519.61	.00	23,705,758.12	19,875,713.88	54	22,058,018.83
REVENUE TOTALS	\$43,581,472.00	\$0.00	\$43,581,472.00	\$4,458,519.61	\$0.00	\$23,705,758.12	\$19,875,713.88	54%	\$22,058,018.83
EXPENSE									
Department 558 - W & S FINANCIAL ADMIN	34,947,013.00	.00	34,947,013.00	2,559,700.56	.00	19,487,556.29	15,459,456.71	56	19,574,447.39
Department 559 - W & S FIELD OPERATIONS	7,842,052.00	854,036.00	8,696,088.00	428,658.33	74,964.78	3,176,101.44	5,445,021.78	37	3,319,859.82
EXPENSE TOTALS	\$42,789,065.00	\$854,036.00	\$43,643,101.00	\$2,988,358.89	\$74,964.78	\$22,663,657.73	\$20,904,478.49	52%	\$22,894,307.21
Fund 592 - WATER AND SEWER FUND Totals									
REVENUE TOTALS	43,581,472.00	.00	43,581,472.00	4,458,519.61	.00	23,705,758.12	19,875,713.88	54%	22,058,018.83
EXPENSE TOTALS	42,789,065.00	854,036.00	43,643,101.00	2,988,358.89	74,964.78	22,663,657.73	20,904,478.49	52%	22,894,307.21
Fund 592 - WATER AND SEWER FUND Totals	\$792,407.00	(\$854,036.00)	(\$61,629.00)	\$1,470,160.72	(\$74,964.78)	\$1,042,100.39	(\$1,028,764.61)		(\$836,288.38)
Grand Totals									
REVENUE TOTALS	184,197,726.00	810,663.00	185,008,389.00	12,079,101.87	.00	136,670,770.16	48,337,618.84	74%	132,151,516.69
EXPENSE TOTALS	192,329,448.00	16,111,078.00	208,440,526.00	15,338,216.51	2,572,341.94	96,073,134.37	109,795,049.69	47%	95,603,130.27
Grand Totals	(\$8,131,722.00)	(\$15,300,415.00)	(\$23,432,137.00)	(\$3,259,114.64)	(\$2,572,341.94)	\$40,597,635.79	(\$61,457,430.85)		\$36,548,386.42

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

1. REQUEST TO APPROVE AND RECOGNIZE THE CLARENCEVILLE HIGH SCHOOL HOMECOMING PARADE, PARADE ROUTE, THE CLOSING OF CERTAIN CITY STREETS AND REQUEST TO DESIGNATE AND AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE WAYNE COUNTY ROAD COMMISSION PERMIT ON BEHALF OF THE CITY TO CLOSE A PORTION OF MIDDLEBELT ROAD, WITH THE CITY TO ASSUME LIABILITY FOR ANY DAMAGE CLAIMS WHICH MAY ARISE AS A RESULT OF THE ROAD CLOSURE: Kevin Murphy, Athletic Director, re: to be held on Friday, September 29, 2023, beginning at 6:15 p.m.

Megan Fitzgerald, Clarenceville High School, presented the request to Council.

Councilmember Scott Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
July 31, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Sara Kasproicz, Council Office Manager,

AGENDA ITEM

REQUEST TO APPROVE AND RECOGNIZE THE CLARENCEVILLE HIGH SCHOOL HOMECOMING PARADE, PARADE ROUTE, THE CLOSING OF CERTAIN CITY STREETS AND REQUEST TO DESIGNATE AND AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE WAYNE COUNTY ROAD COMMISSION PERMIT ON BEHALF OF THE CITY TO CLOSE A PORTION OF MIDDLEBELT ROAD, WITH THE CITY TO ASSUME LIABILITY FOR ANY DAMAGE CLAIMS WHICH MAY ARISE AS A RESULT OF THE ROAD CLOSURE: Kevin Murphy, Athletic Director, re: to be held on Friday, September 29, 2023, beginning at 6:15 p.m.

BACKGROUND DETAILS

REQUEST TO APPROVE AND RECOGNIZE THE CLARENCEVILLE HIGH SCHOOL HOMECOMING PARADE, PARADE ROUTE, THE CLOSING OF CERTAIN CITY STREETS AND REQUEST TO DESIGNATE AND AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE WAYNE COUNTY ROAD COMMISSION PERMIT ON BEHALF OF THE CITY TO CLOSE A PORTION OF MIDDLEBELT ROAD, WITH THE CITY TO ASSUME LIABILITY FOR ANY DAMAGE CLAIMS WHICH MAY ARISE AS A RESULT OF THE ROAD CLOSURE: Kevin Murphy, Athletic Director, re: to be held on Friday, September 29, 2023, beginning at 6:15 p.m.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

To approve as submitted:

Exit the west driveway of Botsford Elementary and travel north on Brentwood to Pembroke, west on Pembroke to Weyher, south on Weyher to St. Martins, west on St. Martins to Parkville, north on Parkville to Bretton, west on Bretton to Middlebelt; and north on Middlebelt to the Clarenceville Middle School parking lot.

ATTACHMENTS

1. S080923 Req for 2023 Clarenceville Homecoming Parade

APPROVED BY

Clarenceville Senior High School

20155 Middlebelt Road
Livonia, Michigan 48152
(248) 919-0408
Fax (248) 919-0438

Terrence Blevins
Principal

July, 31, 2023

Todd Noonan
Principal

Dear Honorable Members of Livonia City Council,

Kevin B. Murphy
Athletic Director

Clarenceville High School will be holding its annual Homecoming Parade on Friday September 29, 2023. As in the past, we need to have approval for our parade route on the following streets (please see attached map). The parade will start at 6:15 P.M. at Botsford Elementary, and we will need Livonia Police to shut down traffic on Middlebelt Road from Bretton to the entrance on the north side of Clarenceville Middle School (first entrance North of Clarenceville Middle School).

Joelle M. Troszak
Counselor

Officer Mike Arakelian, of the Livonia Police Department, has approved the parade route. Officer Arakelian has instructed me to get an Approval Resolution from the City Council so that he can get approval from Wayne County to shut down Middlebelt Road for the parade. If Clarenceville could be placed on the City Council Agenda for the **August 21st meeting** to discuss any questions concerning this matter, it would be greatly appreciated.

TBD
Counselor

The Clarenceville Board of Education approved a Resolution at the May meeting. I have attached a signed copy of the resolution.

Hannah Reed
Principal's Secretary

Any questions don't hesitate to call me at the number below.

Thanks for your help.

TBD
Attendance/AD Secretary

Kevin Murphy
Athletic Director
248-919-0217 Office
248-388-1360 cell

Clarenceville Senior High School

20155 Middlebelt Road
Livonia, Michigan 48152
(248) 919-0408
Fax (248) 919-0438

Terrence Blevins
Principal

July 31, 2023

Dear Officer Mike Arakelian,

Todd Noonan
Principal

Clarenceville High School will be holding its annual Homecoming Parade on Friday September 29, 2023. As in the past, we need to have approval for our parade route on the following streets (please see attached map). The parade will start at 6:15 at Botsford Elementary and we will need police officers to shut down traffic on Middlebelt Road from Bretton to the Stadium Entrance (first entrance North of Clarenceville Middle School). Please see attached map of parade route and LPD Parade Route Application.

Kevin B. Murphy
Athletic Director

I have also sent a letter to the Livonia City Council to get an Approval Resolution from them at the August 21st meeting.

Joelle M. Troszak
Counselor

Any questions, don't hesitate to call me at 248-388-1360.

TBD
Counselor

Thanks for your help

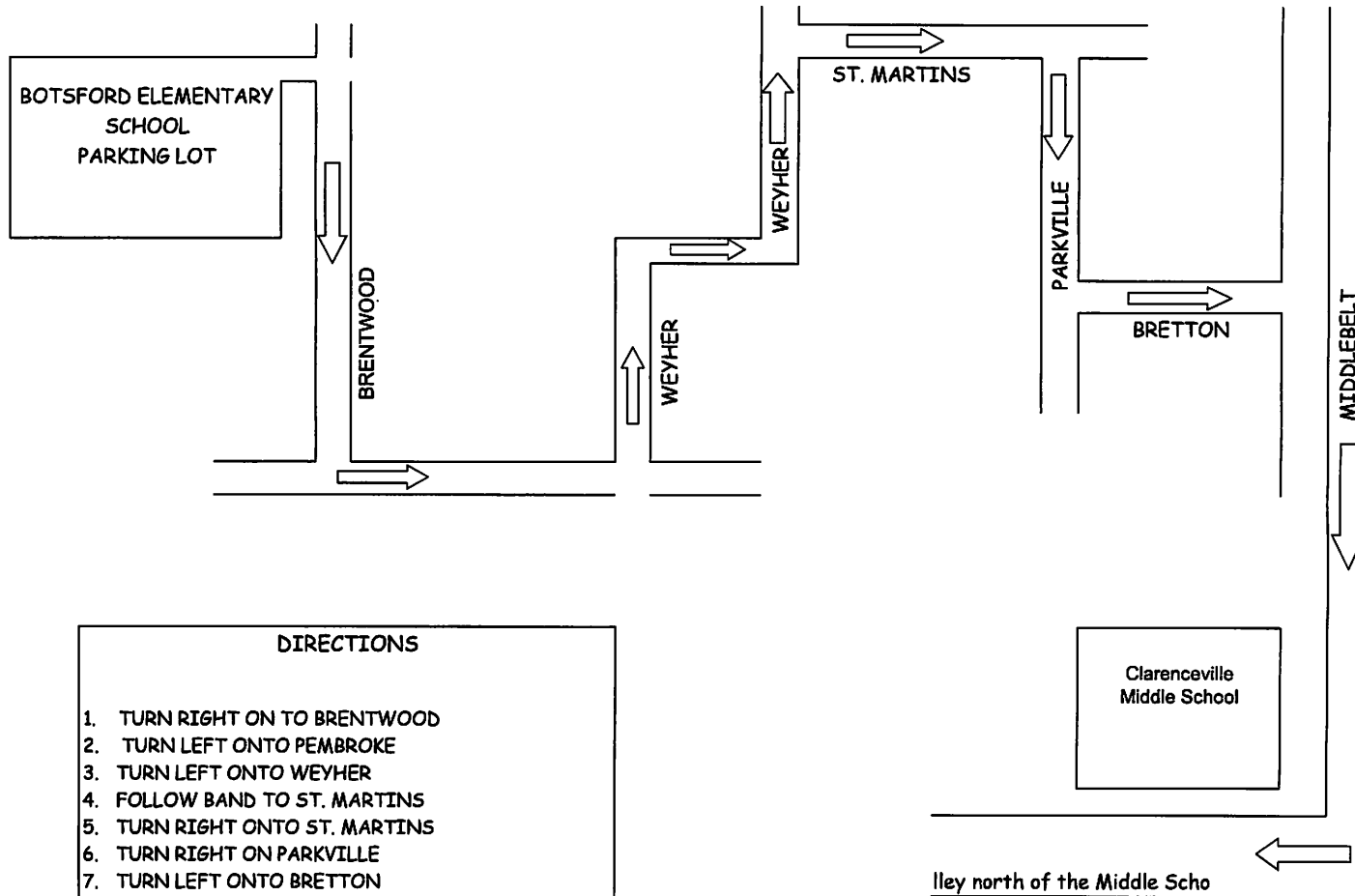
Hannah Reed
Principal's Secretary

Kevin Murphy
Athletic Director

TBD
Attendance/AD Secretary

HOMECOMING PARADE ROUTE 2023

FRIDAY, September 29, 2023 6:15 p.m.





LIVONIA POLICE DEPARTMENT
PARADE APPLICATION



Applicant Organization: _____ Clarenceville School District _____ Date: _____ 7/31/23 _____

Name of Applicant: _____ Kevin Murphy _____

Address: _____ 20155 Middlebelt Rd Livonia, MI 48152 _____ Phone: _____ 248-388-1360 _____

PARADE INFORMATION

Date of Parade: _____ 9/29/23 _____ Starting Time: _____ 6:15 _____ Finish Time: _____ 7:00 _____

List the entire parade route on this form in the space below:

Turn right out of Botsford Elementary onto Brentwood, turn left onto Pembroke, turn left onto Weyher, turn right onto St. Martins, turn right onto Parkville, turn left onto Bretton, turn right onto Middlebelt, turn right into the first driveway into Clarenceville Middle School.

* If the route passes over any Wayne County road, the Applicant Organization will assume liability for any damage claims which may arise as a result of the road closure as to Wayne County and the City of Livonia only. A resolution of the Organization's governing body to that effect must be **submitted with this application**.

Total number of participants on foot: _____ 300 _____. Number of vehicles: _____ 12 _____. Total number of floats: _____ 4 _____.

This request must be submitted to the Traffic Bureau of the Livonia Police Department no later than **30 days prior** to the parade date.

REQUIRED CONDUCT OF THE PARADE UNITS:

1. No one will hand out or give away any material from a **motor vehicle or float** in the parade (handouts only to occur by participants on foot and away from parade vehicles).
2. No unit will be decorated in such a manner as to obstruct the driver's vision.
3. No riders allowed outside the passenger compartment of a vehicle.
4. Drivers will not violate any traffic law except at the direction of a Police Officer.
5. Each marching unit shall be accompanied and controlled by at least one responsible person over the age of 18 that has been designated by the Applicant.

I agree to the required conduct of the parade units and **will ensure all participants adhere**.

I understand that the Community Service Bureau will determine the number of Police Officers required to assist the parade and the Applicant Organization will pay for the cost of Police Officers assigned to the parade.

SIGNATURE OF APPLICANT _____ *Kevin Murphy* _____

For information regarding the cost and assignment of Police Officers, contact the Community Service Bureau: Mon. – Fri. 8 a.m. – 4 p.m. at 734-466-2369.

For other application questions, contact the Traffic Bureau Mon. – Fri. 8 a.m. – 3 p.m. at 734-466-2107.

**BOARD OF EDUCATION
CLARENCEVILLE SCHOOL DISTRICT**

RESOLUTION

At a regular meeting of the Board of Education of the Clarenceville School District, Counties of Oakland and Wayne, Michigan, held at 20210 Middlebelt Road, Livonia, Michigan, on the 8th day of June, 2023 beginning at 6:30 o'clock, p.m.

Present Members: D. Myers, C. Immonen, J. Bunker, P. Shourd, A. Watt, K. Arnett,
P. Marietti

Absent: Members:

WHEREAS, the Clarenceville High School Homecoming Parade is scheduled to be held on **Friday, September 29, 2023** beginning at **6:00 p.m.**; and ending at approximately 7:00 p.m.

WHEREAS, to provide for the safety of participants and spectators, the Board desires to have certain area streets closed to traffic between the hours of 6:00 p.m. and 7:00 p.m. on the date: and

WHEREAS, in order for the streets to be closed, the School District is required to submit a request to the City of Livonia for approval of the parade route and the City, in turn, is to request permission for the Wayne County Department of Public Services to close the necessary roads; and

WHEREAS, the School District has been advised that the City of Livonia is prepared to approve the parade route and make the necessary request to close the roads upon this Board adopting a resolution assuming liability for any damage claims for which the City of Livonia and/or Wayne County may be found responsible as a result of the road closures; and

WHEREAS, this Board is of the opinion that it is appropriate to adopt such a Resolution.

THEREFORE, IT IS RESOLVED that in consideration of the approval by the City of Livonia of the requested parade route for the Homecoming Parade to be held on **Friday, September 29, 2023**, and the closing of certain roads between the hours of 6:00 p.m. and 7:00 p.m. on the date, the Clarenceville School District assumes liability for any damage claims for which the City of Livonia and/or Wayne County may be found responsible as a result of the road closures; and

BE IT FURTHER RESOLVED that the Superintendent and/or his designee are authorized to make the request to the City of Livonia to approve the parade route and close the roads; and

BE IT FURTHER RESOLVED that the Superintendent and/or his designee are authorized to execute any documents required to accomplish the same.

AYES: Members: D. Myers, C. Immonen, J. Bunker, P. Shourd
A. Watt, K. Aeneath, P. Marietti
NAYS: Members: NONE

ABSTAINING OR
NOT PRESENT: Members: NONE

RESOLUTION DECLARED ADOPTED.



Secretary, Clarenceville Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Board of Education of Clarenceville School District, Counties of Oakland and Wayne, Michigan, at a regular meeting held on the **8th day of June, 2023**, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.



Secretary, Clarenceville Board of Education

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

2. BLOCK PARTY: Krista Leavens, re: to be held Saturday, September 16, 2023, from 3:00 p.m. until 10:00 p.m., on Grandon Street between Harrison and Brentwood Streets.

Krista Leavens, 28615 Grandon, presented the request to Council.

Councilmember Brandon McCullough offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Council Office
August 2, 2023

MEETING DATE

S080923/R082123

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

BLOCK PARTY: Krista Leavens, re: to be held Saturday, September 16, 2023, from 3:00 p.m. until 10:00 p.m., on Grandon Street between Harrison and Brentwood Streets.

BACKGROUND DETAILS

Block Party request submitted by Krista Leavens, to be held Saturday, September 16, 2023, from 3:00 p.m. until 10:00 p.m., on Grandon Street between Harrison and Brentwood Streets.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

To approve as submitted.

ATTACHMENTS

1. S080923 Block Party Req Krista Leavens 9-16-23

APPROVED BY

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

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

PLEASE PRINT

Date of Application: 7-26-2023 Date to appear at a Council Meeting: _____

Name of Neighborhood Representative: Krista Leavens

Address (please include zip code): 28615 Grandon Livonia 48150

Telephone Number with area code: Home: 734-306-0504 Office: _____

Email: KLeavens0404@gmail.com

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

9-16-2023 — 3:00pm - 10:00pm
Date of Block Party Rain Date Start/end time of Block Party and/or Barricading
and/or Barricading End time is no later than 10:00 p.m.

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

Harrison - Grandon - Brentwood

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

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

Approximate Number Attending: 40-50

Date of Council Approval/Denial: _____

Council Resolution Number: _____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

3. SITE PLAN PETITION: Planning Commission, re: Petition 2023-06-08-05 submitted by The Blain Group, requesting to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96 Expressway and Haggerty Road in the Northwest ¼ of Section 18.

Jim Blain, The Blain Group, 39209 Six Mile, presented the request to Council. He explained the desire for the solar project in the parking lot, as there is nothing currently being used for the requested piece of land.

Council Vice President Laura Toy asked if the parcel was part of the wetland area. Jim Blain explained the details of their location.

Council Vice President Laura Toy offered an approving motion for the Consent agenda.

Councilmember Scott Morgan asked about the potential glare and heat on the panels. Jim Blain explained there would not be a glare and nothing in the parking lot would be moved.

Councilmember Brandon McCullough asked for Council to be notified of when this project is finished.

Council President Jim Jolly asked how this project ranked with other similar projects. Mark Taormina, Planning and Economic Development Director, stated this was roughly the same size as the Madonna College layout, indicating this is an uncommon request at this level. Based on the level of kilowatts, Council will have to waive this part of the proposal as part of the approval.

President Jolly asked about the storage of power. Jim Blain indicated the power would be used in the building.

Councilmember Rob Donovic asked what material the fence will be made from and what the current landscaping entailed. Jim Blain stated a chain link fence, similar to

Madonna's fencing and they currently have rocks and are considering moving the landscaping closer to the building.

Councilmember Donovic asked about the kilowatt requirement in the ordinance. Mark Taormina stated this will be considered when that part of the ordinance is changed.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
July 31, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

SITE PLAN PETITION: Planning Commission, re: Petition 2023-06-08-05 submitted by The Blain Group, requesting to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96 Expressway and Haggerty Road in the Northwest ¼ of Section 18.

BACKGROUND DETAILS

July 31, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-06-08-05 – Cambridge Center

Dear Council Members:

At the 1,202nd Public Hearings and Regular Meeting held by the City Planning Commission on July 25, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#07-51-2023 RESOLVED, That the City Planning Commission does hereby recommend to City Council that Petition 2023-06-08-05 submitted by The Blain Group requesting approval of all plans required by Section 7.25 of the Livonia Zoning Ordinance, as amended, in connection with a proposal to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96 Expressway and Haggerty Road in the Northwest ¼ of Section 18, be approved subject to the following conditions:

1. This approval is subject to the City Council waiving the requirement of Section 7.25(B), which limits the total system production to 10kW.
2. The drawing entitled "Site Plan with Solar Array Location," identified as Sheet No. S-1, dated July 19, 2023, prepared by James Blain Associates, is hereby approved and shall be adhered to.
3. The array of ground-mounted solar panels must be fully enclosed with fencing and protected

with bollard posts as shown on the above-referenced plan, with the type and height of fencing subject to the approval of the Inspection Department.

4. The Petitioner shall submit for approval by the Inspection Department, an ongoing maintenance program for the existing asphalt within the fenced-in confines of the solar panels.

5. In accordance with Sections 7.25(C) and 7.25(D) of the Livonia Zoning Ordinance, the building permit application for the solar energy system shall include a performance guarantee and proof of sufficient property damage and liability insurance.

6. In accordance with Section 7.25 (1)(B)(iii) of the Livonia Zoning Ordinance, the petitioner shall work with the Planning and Inspections Departments to provide appropriate landscape screening of the racking and framing of the panels.

7. The petitioner shall ensure that the parking lot shall be repaired, as necessary to the satisfaction of the Inspection Department.

8. A gate shall be installed in the fencing around the panels to allow service vehicles to gain access to the area to maintain the pavement and landscaping.

9. That the specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time permits are applied for; and

10. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for a period of one (1) year only from the date of approval by City Council, and unless a permit is obtained, this approval shall be null and void at the expiration of said period.

ATTACHMENTS

1. S082123 LTC Petition 2023-06-08-05 The Blain Group
2. 2023-06-08-05_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: July 31, 2023



Maureen Miller Brosnan, Mayor

Date: August 04, 2023

Petition 2023-06-08-05 submitted by The Blain Group
requesting approval of all plans required by Section 7.25 of the Livonia Zoning Ordinance, as amended, in connection with a proposal to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96 Expressway and Haggerty Road in the Northwest ¼ of Section 18.

**CITY OF LIVONIA, MICHIGAN
APPLICATION FOR SITE PLAN REVIEW & APPROVAL**

All petitions for Site Plan Approval shall be filed with the City Planning Commission,
33000 Civic Center Drive, Livonia, MI 48154-3097.

For filing fee see computation below

Date Filed: 6/12/23 Petition 2023-06-08-05
Site Address: 38777 Six Mile Road Sidwell _____
Requesting Approval to Install Ground Mounted Solar Array
Applicant: The Blain Group Business/Company: Cambridge Center LP
Applicant's Address: 39209 Six Mile Road City: Livonia State: MI Zip Code: 48152
Applicant's Phone # 734, 420-4704 Applicant's Email bblain@theblaingroup.com
Contact Person: Brady Blain Business/Company: The Blain Group
Contact's Address: 39209 Six Mile Road City: Livonia State: MI Zip Code: 48152
Contact's Phone # 734, 420-4704 Contact's Email bblain@theblaingroup.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 (if proposed must submit separate sign application)
- 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) One (1) completed application form & **three (3)** sets of full-size drawings

RECEIVED
JUN 12 2023
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	\$600.00
_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft.	
(NOTE: Round off to nearest 1,000) + _____	
Total Amount Due \$ _____	

Owner of Property: Cambridge Center Limited Partnership
Owner's Address: 39209 Six Mile Road City: Livonia State: MI Zip Code: 48152
Owner's Phone # 734, 420-4704 Owner's Email bblain@theblaingroup.com
Signature of Owner: [Signature] Print Name: Brady Blain

UNAPPROVED MINUTES

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MINUTES OF THE 1,202nd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 25, 2023, the City Planning Commission of the City of Livonia held its 1,202nd 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:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

Mr. Mark Taormina, Planning Director, Jacob Uhazie, Planning and Economic Development Coordinator, and Stephanie Reece, Program Supervisor, were also present.

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

ITEM #2 PETITION 2023-06-08-05

Blain Group

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-06-08-05 submitted by The Blain Group requesting approval of all plans required by Section 7.25 of the Livonia Zoning Ordinance, as amended, in connection with a proposal to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96

Expressway and Haggerty Road in the Northwest ¼ of Section 18.

Mr. Taormina: Thank you. This is a request to amend a previously approved site plan. It involves the installation of ground-mounted solar panels in the parking lot of the Cambridge Office Centre. Cambridge is located on the south side of Six Mile Road just west of the southbound on-ramp to I 275. The property is roughly nine acres in size. The zoning, as you can see from the map here, is C-4, High Rise Commercial. Cambridge Center was developed in the mid-1980s. It contains roughly 124,000 square feet. It's a four-story office building. Ingress and egress to the site are available from the west side off of Quakertown Lane. There are single family homes immediately to the south of this property that are a part of the Quakertown Subdivision. To the east is the expressway, and to the west are additional homes, as well as office properties. To the north are a variety of commercial properties. This is an aerial photograph showing the property as it exists today. The solar panels would be installed in a portion of the existing parking lot in the southeast corner of the site. The panels would be pole-mounted and approximately 10 feet in height. There would be five rows of panels arranged in an east-to-west direction. The rows would vary in length from about 115 feet to 190 feet. The setback from the residential to the south is about 110 feet, and then from the highway, roughly 70 feet. To familiarize yourself with the site plan, the darker shaded area is the office building, and this is the parking surrounding it. The expressway is on the right-hand side and then the solar array system. The solar panels would be in five rows located here in the southeast corner of the property. When Cambridge Center was approved, the zoning regulations that were in effect at the time required 496 parking spaces. Today, the ordinance is more flexible and allows parking based on studies performed by the Institute of Traffic Engineers. For general offices, the Institute of Traffic Engineers studied 148 buildings, which showed that the average parking ranged between 2.28 and 2.5 spaces per 1,000 square feet of office space. If the City uses the higher of the two numbers, 2.5 spaces per 1,000 square feet, the requirement would be 310 parking spaces. To accommodate the solar panels, about 140 spaces would be removed, which would leave 330 regular spaces and 16 handicap spaces. What that suggests is sufficient parking will remain with the installation of the panels. There are a number of special requirements as they pertain to solar panels. One is a limitation on production equal to 10 kilowatts and what they're proposing is 150. Even with the

additional output, it's only enough to accommodate about a third of the building's needs. That provision will have to be waived by the City Council. There are also requirements for setbacks for the solar panels. Those have to meet the same setbacks as the building. The placement of the panels fully complies with minimum required setbacks. There's also a requirement for landscape screening. Along the south side of the property there is a greenbelt buffer and a three- to four-foot-high berm. That buffer is in relatively good condition. Those are mature trees that pretty much exist along the south side of the property, and there's no changes proposed to that. There are two other requirements. One is a performance guarantee and liability insurance. Those items would be dealt with at the time permits are issued should this item move forward. Lastly, there is a requirement for approval by the utility company, in this case DTE. But since the system will not be connected to any part of DTE's grid, this will not be required. Prior to tonight's meeting, the Commission received a revised plan. An issue was raised at the study session relative to safety. The plan now shows a fence around the panels as well as bollards placed at the end of the aiseways that border the array. Hopefully, these changes address the Commission's concerns. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: Mr. Taormina: The first item is from the Engineering Division, dated June 19, 2023, 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 project at this time. The subject parcel is assigned the address of #38777 Six Mile Road. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. Per the submittal, there are no planned alterations to the sanitary sewer and water main services, so we do not expect any impacts to the existing systems at this time."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated June 27, 2023, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to construct an array of solar panels on property located at the above referenced address. We have no objections to this proposal with the following stipulations: 1. Will barriers be in place to fully protect the solar panels from vehicle traffic? 2. Provide detailed code references in relation to construction and installation. 3. Provide all "cut sheets" that would include, but*

not limited to, Life Safety. 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 June 19, 2023, 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 Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated July,18, 2023, which reads as follows: *“Pursuant to your request, the above-referenced Petition has been reviewed. 1. The petitioner does not provide fencing and/or barriers around the proposed ground-mounted solar panels in the existing parking lot. This should be addressed for safety purposes. 2. The existing asphalt underneath the proposed solar panels must be maintained in the future to prevent deterioration and vegetation growth. 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 July 14, 2023, 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 annual/biennial inspection charges: \$ 60.00 (Invoices 2022-00000486 & 2022-00000474 attached) Total Due City of Livonia \$ 60.00.”* The letter is signed by Connie Kumpula, Chief Accountant. Those have been paid in full, so that is no longer an issue. The next letter is from the Treasurer’s Department, dated June 19, 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. Is there any questions for Mr. Taormina from any of our commissioners? No questions. The petitioner, I believe, is in the audience. Please come forward to one of our podiums. Good evening, sir. Please start with your name and address for our record.

Stan Klein, 9945, Hillcrest, Livonia, Michigan.

Mr. Wilshaw: Thank you. And what would you like to tell us about this proposal?

Mr. Klein: Just if you approve us we can start building. But it's really only going to take...it's going to supply 30% of our power for the

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building. As all of you know, you've probably been through our lots, we are actually...we take care of our lots. So, there should be no questions about any kind of vegetation growing around it, or upkeep. We're always on top of it.

Mr. Wilshaw: All right, excellent. Let's see if we have any questions for you from any of our commissioners. Any questions for our petitioner?

Mr. Bongero: Quick question, it looks like most of the parking lot like probably half of it doesn't get used.

Mr. Klein: That is correct. That whole area we actually barricade off in the winter, so we don't plow it and that's been like that 15 years.

Mr. Bongero: Is there any future plans to expand on the solar panels area?

Mr. Klein: No, there's no future plans.

Mr. Bongero: Okay. Thank you.

Mr. Klein: You're welcome.

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

Mr. Long: Just from my personal curiosity, I'd like to understand how it works. I keep hearing how it's going to service 30% of the building. So, you just identify a floor and is it reliable enough to always do that? Is there a transfer switch? Can you explain...can you take me to the specifics of how it works?

Mr. Klein: I really don't know that part of it. We don't have our designer here who designed it, but pretty much it's just going to power as we...some kind of transfer switch, but besides that, I don't know.

Mr. Long: All right, and I guess my curiosity will have to stay out. Thank you.

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

Mr. Caramagno: I've got a couple of questions. Is there gate access to get into this area? I don't see where there's a gate listed.

Mr. Klein: There will be a gate for maintenance.

Mr. Caramagno: Man gate, or something? Three foot wide, four foot wide?

Mr. Klein: Big enough to drive vehicle through probably.

Mr. Caramagno: Where's that on the plan?

Mr. Klein: I don't think that was actually placed on the plan yet. We're going to see how things went today, and see where you'd like it and if it had anything to do with the zoning.

Mr. Caramagno: Okay, so there'll be a gate, the gate will be locked.

Mr. Klein: It'd be locked at all times unless it needs service.

Mr. Caramagno: Okay and then the power from the solar panels to the building? I'm assuming that'll be underground trench power?

Mr. Klein: That's correct.

Mr. Caramagno: Okay, will there be any lighting in this area?

Mr. Klein: We have pole lights on site right now. All the pole lights will be staying on.

Mr. Caramagno: Okay, thank you.

Mr. Klein: You're welcome.

Mr. Wilshaw: Any other questions for our petitioner? I don't see any other questions. Mr. Klein, I do have a couple of questions. Why are you choosing to make this ground mounted versus mounted on the building, as you would see perhaps in similar applications or even as a carport style?

Mr. Klein: Basically, we don't have the footprint of the building is too small to accommodate the 150 kilowatts that we're looking for.

Mr. Wilshaw: Okay, and if you were to do carports, over the parking spaces with the solar panels on it, would that be an option that you considered or is it...

Mr. Klein: No, I don't think that'd be an option at this time. I don't think so.

Mr. Wilshaw: Okay. All right. Any other questions from any of our commissioners? If not, is there anyone in the audience wishing

to speak for or against this petition? If so, feel free to come forward. Mr. Klein, I'll just ask you to take a seat for a moment, and we'll get you back up here afterward. Good evening, sir.

Hassan Aoun, public activist, I like to ask a couple of questions. The gentleman over here said that's only 30% of the building. If it's not 100%, why do we need this work? And I'm asking the body over here. If it's not 100% accurate? That's the whole building to be lit up, why we're gonna put this project...it's gonna cost us how much money? Is it gonna cost us any money chairs?

Mr. Wilshaw: Well, I'm not going to be answering your questions. I just want to hear what your questions are

Mr. Aoun: You guys go by Roberts Rule of orders?

Mr. Wilshaw: Yes, we do.

Mr. Aoun: Suspend the rules, put the motion on the floor. So I can have some answers, please.

Mr. Wilshaw: Is there anything else you'd like to let us know?

Mr. Aoun: No, let's suspend the rules, put the motion on floor and take roll call so I can talk to you, because you're mute, and I asked you a question. You won't answer it.

Mr. Wilshaw: I want to hear what your comments are on this petition.

Mr. Aoun: My comments on this petition is not going to do the whole building. It's only 30%. Not 100%. We shouldn't invest money into this project. That's why I'm telling you. There may be people out here don't want this. Maybe people do. We'll see from the people. I'm asking to sit there just to see what the people want before you guys want this. So I'm asking you to deny this if it's not 100% accurate that the whole building to be lit up. Why should we invest money for 30%? It's like me telling you 30% and we're getting 20%. How do we know the actual thing is 30%? Not 20%? Not 10%? Not five? What building has he done around here so he could show us a sample of somewhere else where he did this? That's gonna sit there and be good for the residents. We're not gonna throw money out here and dish money say hey, man, well, thank you for your services. Until we see something. I'm asking this body to deny it and put a motion on the floor for denial. Thank you.

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Mr. Wilshaw: Thank you, sir, for your comments. Anyone else wishing to speak on this item? Sir? Name and address please.

Jay Vanatter, 19722. Fitzgerald St., Livonia, Michigan 48152. So, to be honest with you, I don't feel strongly about it really one way or another. I just had a couple questions for...I think you would be the right person to answer it.

Mr. Wilshaw: Please address your questions to us, and what we'll do is let the petitioner listen and if he'd like to address those afterwards, he can do that.

Mr. Vanatter: Okay.

Mr. Wilshaw: We don't engage in debate.

Mr. Vanatter: Got it. Okay. So, I know it's 30% of the building is the expected amount of energy that it will be getting. Now I know with solar panels, there's a decrease that goes pretty quickly. So I'm wondering how long until it's at 20% and 10%, especially with the demand for energy going up. How is that going to equate? That's something that...

Mr. Wilshaw: I understand your question. You're referring to the fact that solar panels have a degrading or they don't raise the same amount of power continuously. So, you're wondering how that affects it? Okay. Well, we'll see if we can get an answer.

Mr. Vanatter: Okay, and then also, what is...do you know, what the occupancy rate of the building is?

Mr. Wilshaw: Again, I can't answer that, but we'll find out.

Mr. Vanatter: Okay. So just so that everyone kind of is aware of what I'm talking about, if the occupancy rate is low, if they are investing to get more tenants in there, then that 30% is not going to be an accurate number based on the needs with full occupancy. One other question, and I don't know if you can answer for me, probably not, I don't think he could. Is there going to be batteries that these will be stored in? Or is this going to be a direct feed into, you know, turning the light on. And if the sun's out, it'll work otherwise it won't?

Mr. Wilshaw: Again, we'll find out, but it didn't doesn't sound like there's any batteries involved in this petition from what we've seen in our plans.

Okay, so then one other thing to note, and I don't know everything about it, but I know in the wintertime in Michigan, that will not be supplying nearly as much energy as expected. So just that's all. Thank you

Mr. Wilshaw: Thank you for your comments. Anyone else wishing to speak for or against this petition? Good evening, ma'am.

Rola Makki, 36849 Bristol, Livonia, MI. My question to this body is, how do we plan on disposing of the batteries that are used to power the solar lights? I understand that that could potentially in the future come from our taxpayer money. So, what is the current process for disposing of the batteries, which I believe are lithium, because I know there's a proper way of doing it? And I just want to know if this is going to come out of taxpayer money or from the petitioners money.

Mr. Wilshaw: We'll see if we can find out for you. Thank you. Anyone else does speak wishing to speak for or against this petition? I don't see that. There's one more gentleman coming forward. And thank you for letting us know.

Mr. Wilshaw: Good evening, sir.

Jack Parr, 30188 Vassar, Livonia, MI. I've been here about 30 years and I'm in the real estate business. I appraise both commercial and residential and I've been licensed in the real estate business for like 56 years. A couple of questions I have. Sorry, I forgot to put my ears...my ear helpers in, but my question has to do mostly with the apartment side. Did I hear right that there's going to be four story multiple?

Mr. Wilshaw: I think you're on the wrong petition, sir. Everyone, please, please remain quiet. That's going to be the next petition coming up. You're okay.

Mr. Parr: So that's not on the petition now for apartments?

Mr. Wilshaw: Correct. That'll be the next one up. Okay, so we're talking about solar panels right now?

Mr. Parr: Oh, just the solar panels.

Mr. Wilshaw: Yes.

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- Mr. Parr: Okay. You're not talking about the Meijer store.
- Mr. Wilshaw: We'll get there.
- Mr. Parr: I apologize, because from back there, I couldn't hear everything.
- Mr. Wilshaw: I understand that I
- Mr. Parr: I made the mistake of heading out here really quick and I forgot to put the little help
- Mr. Wilshaw: I totally understand. Thank you, sir. All right. Anyone else wishing to speak on solar panels? I don't see anyone else coming forward. If the petitioner would like to come back up. I always like to give the petitioner the last word. Mr. Klein, you did hear some questions in regard to is this a live system? Or is it storing energy through batteries, things like that? Are you able to answer any of those questions?
- Mr. Klein: There is no batteries that will be on site. Storing energy would be a direct use.
- Mr. Wilshaw: Okay.
- Mr. Klein: There'll be no lithium batteries for solar lights. There'd be no storage batteries.
- Mr. Wilshaw: And the other question asked was regards to the tenancy of the building. Do you know what the current occupancy rate is?
- Mr. Klein: Yeah, we're pretty proud of it. We're over 90%.
- Mr. Wilshaw: Okay, alright. Based on...is there anything else that you wanted to add before we make our decision?
- Mr. Klein: No, sir.
- Mr. Wilshaw: Okay, thank you, sir. Is there anyone else on the commission who would like to ask any questions again to the petitioner?
- Mr. Long: Was there any city money going into this project? Or is it all privately funded?
- Mr. Klein: It's all privately funded.

- Mr. Long: Thank you, sir.
- Mr. Wilshaw: Thank you. Mr. Ventura.
- Mr. Ventura: Can you tell us approximately how much money the owner of the building will save on an annual basis by virtue of the...
- Mr. Klein: I really don't have that number right now? I don't know. I don't have those numbers.
- Mr. Ventura: Okay. And do you know what the longevity of the solar panels themselves is?
- Mr. Klein: Yes. 25 years.
- Mr. Ventura: Thank you.
- Mr. Klein: Your welcome.
- Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions from any of our commissioners? If not, I think we're all set. Thank you, Mr. Klein. Thank you. At this time, a motion would be an order.

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

- #07-51-2023** **RESOLVED**, That the City Planning Commission does hereby recommend to City Council that Petition 2023-06-08-05 submitted by The Blain Group requesting approval of all plans required by Section 7.25 of the Livonia Zoning Ordinance, as amended, in connection with a proposal to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96 Expressway and Haggerty Road in the Northwest ¼ of Section 18, , be approved subject to the following conditions:
1. This approval is subject to the City Council waiving the requirement of Section 7.25(B), which limits the total system production to 10kW.
 2. The drawing entitled "Site Plan with Solar Array Location," identified as Sheet No. S-1, dated July 19, 2023, prepared by James Blain Associates, is hereby approved and shall be adhered to.

3. The array of ground-mounted solar panels must be fully enclosed with fencing and protected with bollard posts as shown on the above-referenced plan, with the type and height of fencing subject to the approval of the Inspection Department.
4. The Petitioner shall submit for approval by the Inspection Department, an ongoing maintenance program for the existing asphalt within the fenced-in confines of the solar panels.
5. In accordance with Sections 7.25(C) and 7.25(D) of the Livonia Zoning Ordinance, the building permit application for the solar energy system shall include a performance guarantee and proof of sufficient property damage and liability insurance.
6. In accordance with Section 7.25 (1)(B)(iii) of the Livonia Zoning Ordinance, the petitioner shall work with the Planning and Inspections Departments to provide appropriate landscape screening of the racking and framing of the panels.
7. The petitioner shall ensure that the parking lot shall be repaired, as necessary to the satisfaction of the Inspection Department.
8. A gate shall be installed in the fencing around the panels to allow service vehicles to gain access to the area to maintain the pavement and landscaping.
9. That the specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time permits are applied for; and
- 10.** Pursuant to Section 19.10 of Ordinance #543, the Zoning Ordinance of the City of Livonia, this approval is valid for a period of one (1) year only from the date of approval by City Council, and unless a permit is obtained, this approval shall be null and void at the expiration of said period.

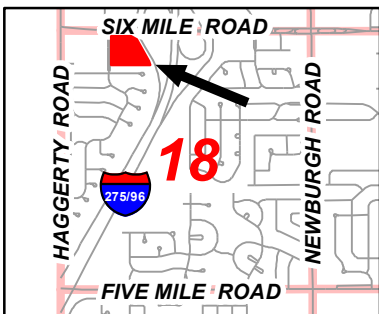
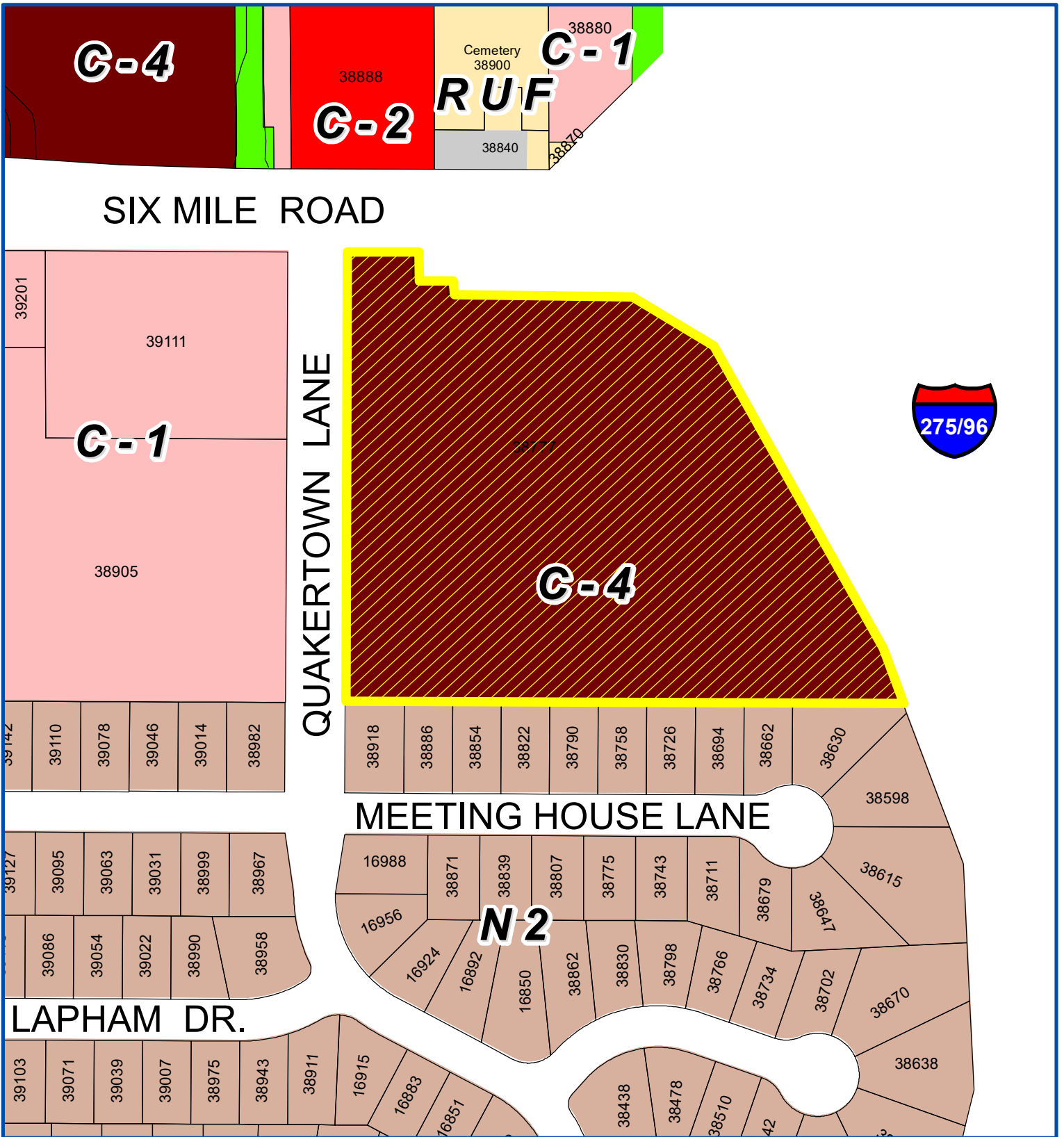
Mr. Wilshaw: Is there any discussion?

Mr. Ventura: I wonder if the maker would entertain an additional condition, which would be to require the petitioner to work with the Planning Department and the Inspection Department to install

landscaping in accordance with the requirements of Section 7.25(B)(iii) and number two to repair any unrepaired paving in the area of the solar panel field and number three, to make sure that there's a gate installed of sufficient size to allow vehicular traffic to enter and maintain the pavement in the future pavement and landscaping in the future.

Mr. Wilshaw: Yeah, absolutely. The makers, okay, the supporter is okay with these edits. All right.

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



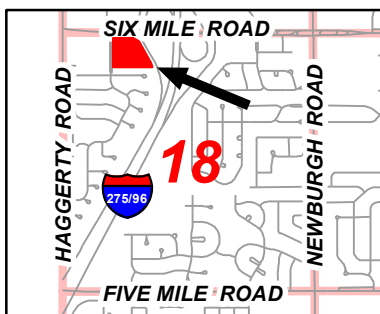
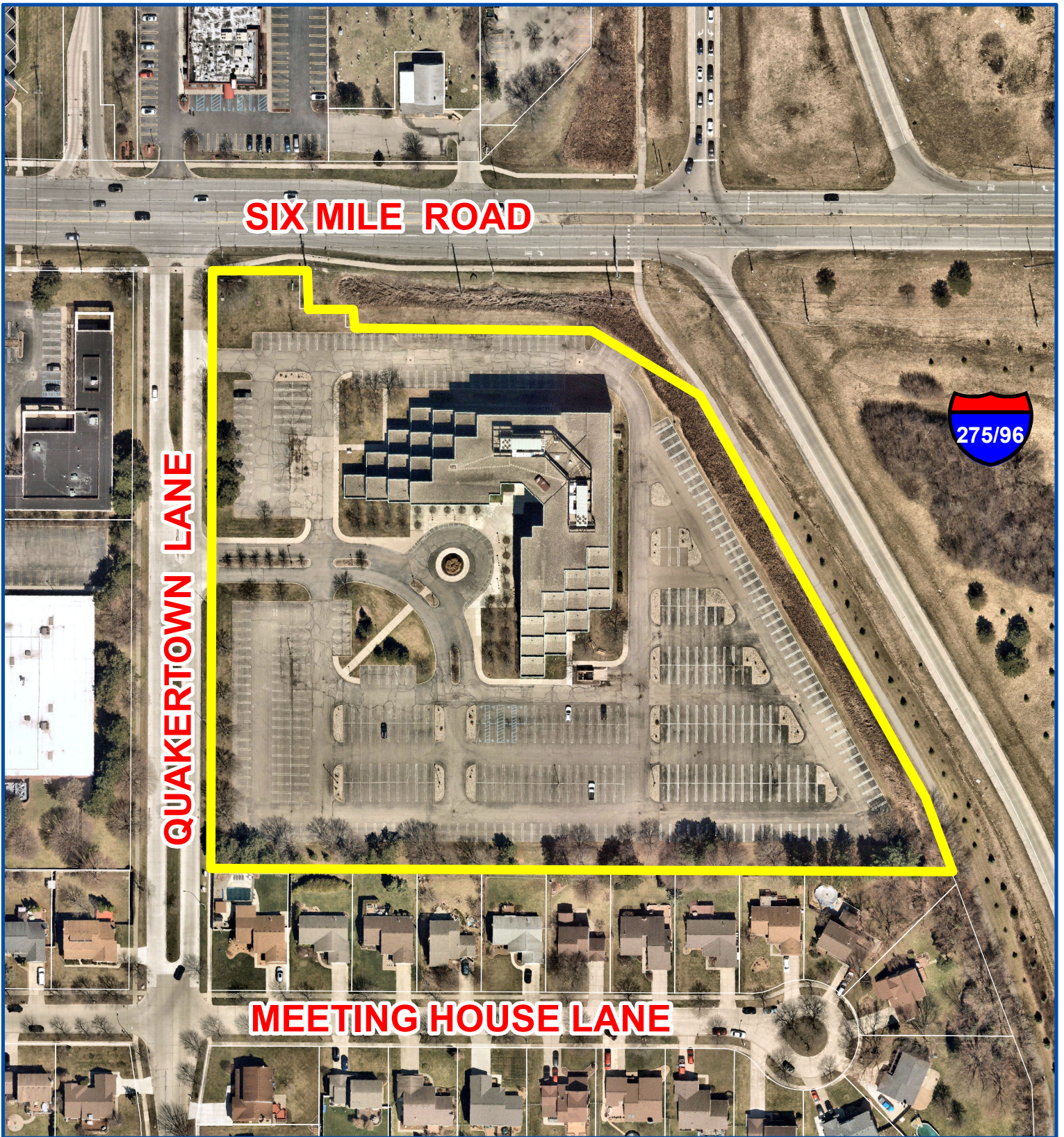
Address & Zoning Map

Petition 2023-06-08-05
Cambridge Center
38777 Six Mile Road



Not to Scale

City of Livonia
Planning Department



Aerial Map

Petition 2023-06-08-05
Cambridge Center
38777 Six Mile Road



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 2

Petition 2023-06-08-05 submitted by The Blain Group requesting approval of all plans required by Section 7.25 of the Livonia Zoning Ordinance, as amended, in connection with a proposal to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road, located on the south side of Six Mile Road between the I-275/96 Expressway and Haggerty Road in the Northwest ¼ of Section 18.

July 18, 2023: Study Meeting:

This petition involves a request to install ground-mounted solar panels in the parking lot of the Cambridge Office Center. The subject property measures 8.9 acres and is located on the south side of Six Mile Road just west of the on-ramp to southbound I-275. The zoning is C-4, High Rise Commercial. Developed in the mid-80s, the Cambridge Office Center is four stories in height with a gross floor area of approximately 124,000 square feet. Ingress and egress to the site are available on the west side of Quakertown Lane.

To the north, across Six Mile Road, is the Trinity House Theater (RUF, Rural Urban Farm) and the Buca di Beppo Italian Restaurant (C-2, General Business). Abutting to the south are the backyards of residential homes that are part of Quakertown Subdivision No.1, zoned N2, Neighborhood. To the west, across Quakertown Lane, are office uses zoned C-1, Local Business. And lying to the east is the I-275/96 Expressway.

The solar panels would be assembled in the southeast corner of the site. According to the Petitioner, the site has surplus parking available, and this area of the parking lot typically goes unused. Additionally, the planned location for the panels provides optimal solar exposure. Each panel would be pole mounted and approximately ten feet (10') in height. Section 7.25(B)(ii) of the Zoning Ordinance limits the height of the solar energy system and any mounts to ten feet (10'). The submitted plan shows five (5) rows of solar panels running in an east/west direction. Each row would vary in size, with the northernmost row measuring 115 feet in length and the southernmost row measuring 190 feet in length. It is unclear how many panels are in each row. The array of panels would set back 110'-5" from the residential district to the south property line and seventy feet (70') from the expressway to the east.

Under Section 9.05, required parking for general office buildings is computed based on a ratio of one (1) parking space for each 200 square feet of floor area. Applying this standard, the required amount of parking at the Cambridge Office Center is 496 spaces. Alternatively, Section 9.03(6) allows minimum required parking based on the most recent edition of Parking Generation, published by the Institute of Traffic Engineers (ITE). For general offices, ITE studied 148 office buildings having an average gross floor area of 145,000 square feet. For the peak period of parking demand on a weekday, the 95% confidence interval established by ITE is 2.28 - 2.50 spaces per

1,000 square feet. Using the higher number, 2.50 spaces per 1,000 square feet, results in a parking requirement of 310 spaces. The site plan indicates that there are currently 470 regular parking spaces and sixteen (16) handicapped spaces available on-site. To accommodate the solar panels, 140 parking spaces would be removed, leaving a total of 330 regular parking spaces plus sixteen (16) handicapped spaces. Thus, applying the ITE parking standard results in a sufficient number of spaces without the need for a variance.

Section 7.25 specifies that the total system production is limited to 10kW. The system proposed is designed to produce 150kW. Even with this amount of output, the Petitioner has stated that only about a third of the building's needs would be met.

Section 7.25(B)(i) specifies that solar energy systems must be located in the rear of the principal building and meet the zoning district's minimum setbacks. The proposed location is behind the building, and all setbacks would be met.

Section 7.25(B)(ii) specifies that evergreen landscaping must be provided to screen the racking and framing below the panels from view on all sides. The plan does not indicate any type of screening around the panels. However, greenbelt landscaping exists along the south property line adjacent to the residential district.

Section 7.25(C) requires all applications for a solar energy system must be accompanied by a performance guarantee sufficient to ensure the decommissioning and removal of the system when it is abandoned or no longer needed. This would be provided at the time permits are issued.

Section 7.25(D) requires the applicant must submit proof of sufficient property damage and liability insurance. This, too, would be provided at the time permits are issued.

Section 7.25(E) states that the applicant must submit evidence that the utility company has been informed of the customer's intent to install an interconnected, customer-owned solar energy system and that such connection has been approved. Off-grid systems are exempt from this requirement. The proposed solar panels will be off grid.

The plan does not indicate how the solar panels would be protected from vehicle traffic or secured from pedestrians.

July 25, 2023: Regular Meeting:

On July 19, 2023, the Petitioner submitted a revised site plan that includes four-foot (4') high fencing surrounding the ground-mounted solar panels with bollards at the ends of the traffic aisles adjacent to the solar array. Also submitted is an updated racking detail that notes the pole mounts would be made up of G90 galvanized steel which has a twenty (20) year warranty.

MISCELLANEOUS

Approving Resolution: The request to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road is hereby approved, subject to City Council approval and the following conditions:

1. This approval is subject to the City Council waiving the requirement of Section 7.25(B), which limits the total system production to 10kW l.
2. The drawing entitled “Site Plan with Solar Array Location,” identified as Sheet No. S-1, dated July 19, 2023, prepared by James Blain Associates, is hereby approved and shall be adhered to.
3. The array of ground-mounted solar panels must be fully enclosed with fencing and protected with bollard posts as shown on the above-referenced plan, with the type and height of fencing subject to the approval of the Inspection Department.
4. The Petitioner shall submit for approval by the Inspection Department, an ongoing maintenance program for the existing asphalt within the fenced-in confines of the solar panels.
5. In accordance with Sections 7.25(C) and 7.25(D) of the Zoning Ordinance, the building permit application for the solar energy system shall include a performance guarantee and proof of sufficient property damage and liability insurance.
6. That the specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time permits are applied for; and
7. Pursuant to Section 19.10 of Ordinance #543, the Zoning Ordinance of the City of Livonia, this approval is valid for a period of one (1) year only from the date of approval by City Council, and unless a permit is obtained, this approval shall be null and void at the expiration of said period.

Denying Reasons: The request to install an array of ground-mounted solar panels in the parking lot of the Cambridge Office Center at 38777 Six Mile Road is hereby denied for the following reasons:

1. The petitioner has failed to comply with all general standards and requirements as set forth in Sections 1.02, 7.25, and 13.13 of the Livonia Zoning Ordinance, as amended.
2. The system’s total production would exceed the 10kW limit specified in Section 7.25 of the Zoning Ordinance.

MISCELLANEOUS

3. Too many issues remain unresolved, including safety, access, parking, availability, landscaping, and future conditions, such as deterioration and vegetation growth.
4. The site lacks the capacity to handle the array of ground-mounted solar panels in the parking lot.
5. The proposal creates significant adverse impacts on adjoining parcels, public services, and community planning efforts.
6. Allowing this would be detrimental to the aesthetic quality and appeal of the overall site, thereby inappropriately altering the character of the property.
7. The solar panels would be too close to the abutting residential neighborhood and would have a negative effect on the neighboring properties, and
8. The petitioner has failed to comply with all the concerns deemed necessary for the safety and welfare of the City and its residents.

Architects/
Designers

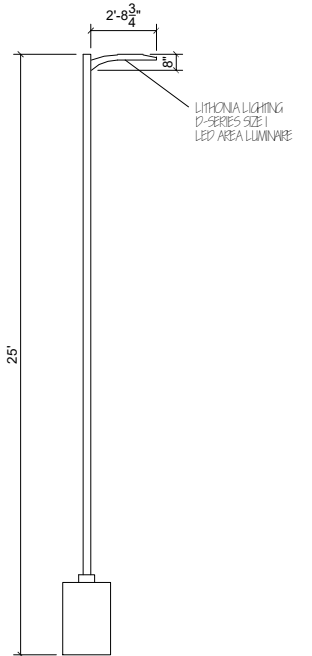
(734) 462-1300

WARNING

COPYRIGHT© 2000- JAMES BLAIN AND ASSOCIATES

SITE PLAN WITH SOLAR ARRAY LOCATION

S-1



1. Twelve foot wide sanitary sewer easement recorded in Liber 23228, page 391 is locatable and is graphically depicted on this survey.
2. Twenty foot wide sanitary sewer easement recorded in Liber 22553, page 137 is locatable and is graphically depicted on this survey.
3. Grant of easement for installing, repairing and maintaining sanitary sewer recorded in Liber 20378, page 420 is locatable and is graphically depicted on this survey.
4. Landscape easement recorded in Liber 22443, page 898 is locatable and is graphically depicted on this survey.
5. Highway easement (Valley Ditch easement) per Liber 18263, page 532 is locatable and is graphically depicted on this survey.

A parcel of land in the Northwest ¼ of Section 18, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan described as follows:

Commencing at the Northwest corner of said Section 18, Town 1 South, Range 9 East and proceeding thence along the West line of said Section 18, South 00° 11' 58" East 60.00 feet; thence South 89° 45' 13" East 1031.06 feet to the Point of Beginning of the parcel herein described, said point being on the South line of Six Mile Road, which line is 60.00 feet North of and parallel to the North line of said Section 18;

thence along the South line of Six Mile Road, South 89° 45' 13" East 94.47 feet to a point on the Western line of I-96 (I-275) Expressway;

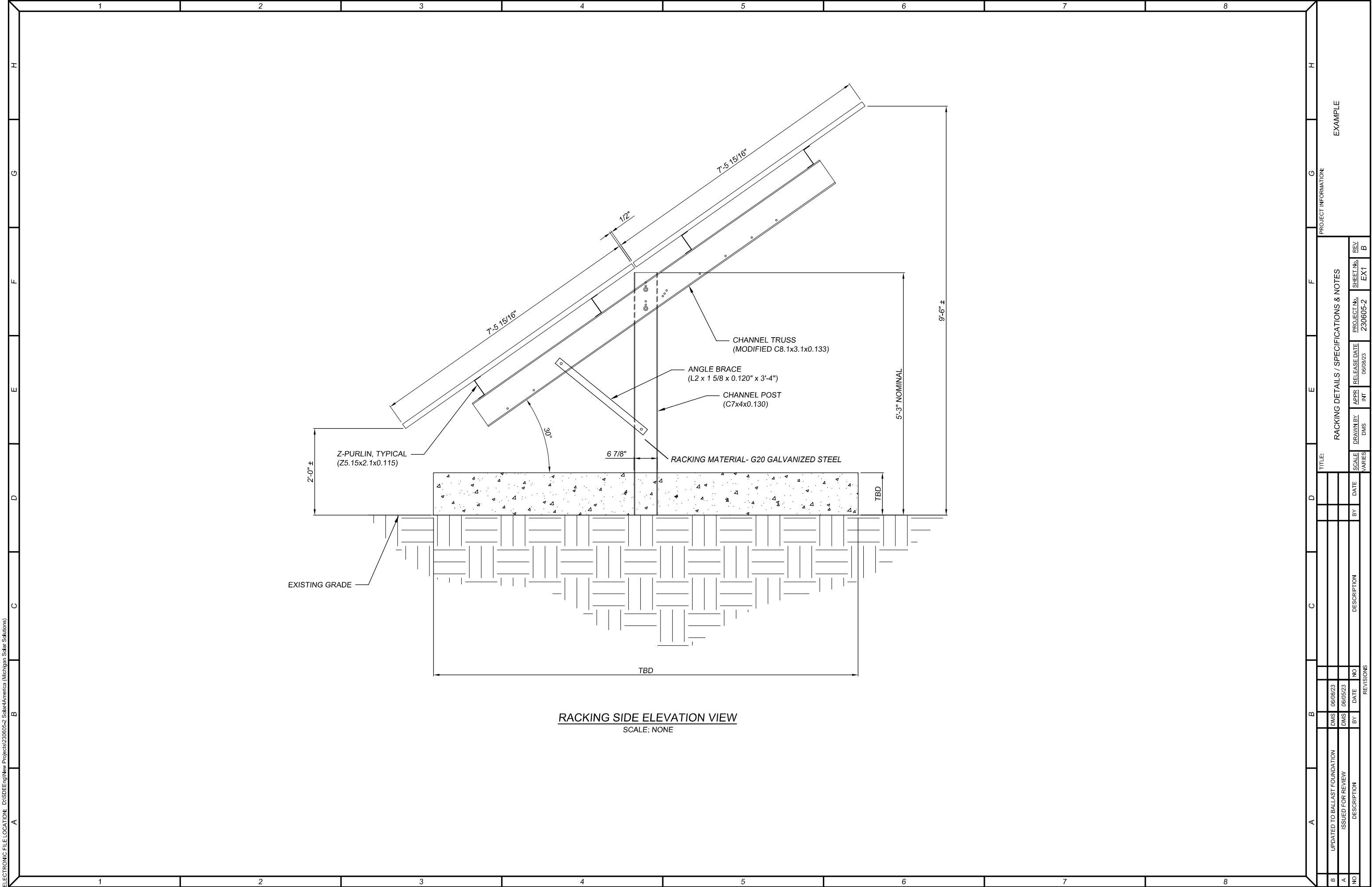
thence along said line, South 00° 14' 47" West 40.00 feet and South 89° 45' 13" East 50.00 feet and South 00° 14' 47" West 20.00 feet and South 89° 45' 13" East 262.85 feet and South 59° 45' 13" East 129.62 feet and South 29° 45' 13" East 504.43 feet and South 20° 39' 18" East 94.56 feet to a point on the boundary of Quakerstown Subdivision No. 1 (recorded in Liber 98 of Plats, Pages 85, 86, 87 and 88);

thence along said boundary, North 89° 45' 13" West 805.53 feet and North 00° 14' 47" East 650.00 feet to the Point of Beginning.

Address: 38777 Six Mile Road

SITE PLAN
SCALE: 1" = 80'-0"

POST LIGHT DETAIL
SCALE: 1/8" = 1'-0"



PROJECT INFORMATION									
RACKING DETAILS / SPECIFICATIONS & NOTES									
TITLE:									
B	UPDATED TO BALLAST FOUNDATION	DMS	06/08/23					SCALE VARIES	DRAWN BY DMS
A	ISSUED FOR REVIEW	DMS	06/05/23					APPR INT	PROJECT No. 230605-2
NO	DESCRIPTION	BY	DATE	NO	DESCRIPTION	BY	DATE	SHEET No. EX1	REV B
REVISIONS									

2023-06-08-05







CORRESPONDENCE

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

August 11, 2023

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

Petition 2023-06-08-05 - 38777 Six 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

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

June 19, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-06-08-05 – #38777 Six 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 project at this time. The subject parcel is assigned the address of **#38777 Six Mile Road**.

The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. Per the submittal, there are no planned alterations to the sanitary sewer and water main services, so we do not expect any impacts to the existing systems at this time.

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 "D. Lear", is written over a horizontal line.

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

cc: 2023 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: June 27, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: **Petition 2023-06-08-05 38777 Six Mile Rd.**

This office has reviewed the site plan submitted in connection with a request to construct an array of solar panels on property located at the above referenced address.

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

1. **Will barriers be in place to fully protect the solar panels from vehicle traffic?**
2. Provide detailed code references in relation to construction and installation.
3. Provide all "cut sheets" that would include, but not limited to, Life Safety.

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

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

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

June 19th 2023

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

Re: **Petition 2023-06-08-05 – 38777 Six 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,

Paul Walters, 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: July 18, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-06-08-05 38777 Six Mile Road

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

1. The petitioner does not provide fencing and/or barriers around the proposed ground-mounted solar panels in the existing parking lot. This should be addressed for safety purposes.
2. The existing asphalt underneath the proposed solar panels must be maintained in the future to prevent deterioration and vegetation growth.

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

July 14, 2023

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

Petition 2023-06-08-05 - 38777 Six Mile 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 annual/biennial inspection charges:	\$ 60.00
(Invoices 2022-00000486 & 2022-00000474 attached)	

Total Due City of Livonia	\$ 60.00
---------------------------	----------

Please contact me if you have any further questions.

Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

CITY OF LIVONIA

33000 Civic Center Drive
Livonia, Michigan 48154

(734) 466-2580



FEDERAL ID
386005820

INVOICE DATE 2022-00000486
06/03/2022

CUSTOMER # 7406

COMPREHENSIVE LOGISTICS
38777 SIX MILE # 305

TERMS: Payment due in 30 days. Please
return lower portion of invoice with payment.

LIVONIA MI 48152

DESCRIPTION	CHARGES
Charges for Annual/Biennial Building Inspection completed by the Building Department as required pursuant to Chapter 15.32 of the Livonia Code of Ordinances.	
Building Inspection	\$30.00

Inspection of 38777 Six Mile # 305 on 03/29/2022.

PAY ► THIS \$30.00
AMOUNT

RETURN THIS PORTION WITH PAYMENT
PLEASE MAKE CHECKS PAYABLE TO THE CITY OF LIVONIA

Customer # 7406
Invoice # 2022-00000486

Amount Due: \$30.00

CITY OF LIVONIA

33000 Civic Center Drive
Livonia, Michigan 48154

(734) 466-2580



FEDERAL ID
386005820

INVOICE 2022-00000474
DATE 06/03/2022

CUSTOMER # 7395

HANKOOK TIRE
38777 SIX MILE # 100

TERMS: Payment due in 30 days. Please
return lower portion of invoice with payment.

LIVONIA MI 48152

DESCRIPTION	CHARGES
Charges for Annual/Biennial Building Inspection completed by the Building Department as required pursuant to Chapter 15.32 of the Livonia Code of Ordinances.	
Building Inspection	\$30.00
Inspection of 38777 Six Mile # 100 on 03/29/2022.	
PAY ► THIS AMOUNT	\$30.00

RETURN THIS PORTION WITH PAYMENT
PLEASE MAKE CHECKS PAYABLE TO THE CITY OF LIVONIA

Customer # 7395
Invoice # 2022-00000474

Amount Due: \$30.00

NOTES

RECEIPT

DATE 7/17/23 NO. 138452

RECEIVED FROM AmeriCenters Inc

ADDRESS 39209 SIX MILE RD STE 111

thirty dollars no tax \$ 30.00

FOR customer # 7406 Annual Biennial TSP

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	<u>30.00</u>	CHECK	<u>30.00</u>
BALANCE DUE		MONEY ORDER	

INV. # 2022-00000486
V# 31669

BY Dana Kemp

© REFORM © 81808R

RECEIVED

JUL 17 2023

CITY OF LIVONIA
PLANNING COMMISSION

NOTES

RECEIPT

DATE 7/17/23 NO. 138452

RECEIVED FROM AmeriCenters Inc

ADDRESS 39209 SIX MILE RD STE 111

thirty dollars no tax \$ 30.00

FOR customer # 7445 Annual Biennial TSP

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	<u>30.00</u>	CHECK	<u>30.00</u>
BALANCE DUE		MONEY ORDER	

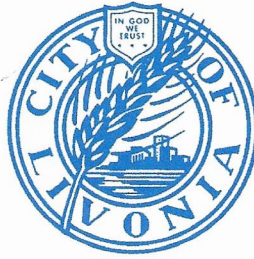
INV. # 2022-00000474
V# 31668

BY Dana Kemp

© REFORM © 81808R

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

June 19, 2023

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

Re: Petition 2023-06-08-05

28777 Six Mile Road
38777 Six Mile Road
Cambridge Office Center

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,

A handwritten signature in blue ink that reads "Lynda L. Scheel".

Lynda L. Scheel
Treasurer, City of Livonia

**OTHER ITEMS
RELATED TO THE
PETITION**



LETTER TO THE LIVONIA CITY COUNCIL

7.

DPW
August 4, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE SECURITY CAMERAS: Department of Public Works, re: for the DPW yard, from budgeted funds.

BACKGROUND DETAILS

In the past few years, the DPW complex has been the target of unscrupulous people looking for a quick pay-day. So far, they have stolen a zero-turn mower (\$12K), a gator (\$5K) and at least 15 catalytic convertors, for a total estimated value of \$22,000. As we rely heavily on our equipment to maintain services for our citizens, you can only imagine the hardship the loss of even a single unit imposes, let alone 3-4 vehicles suddenly being out-of-order due to stolen convertors.

While reviewing the property for our multi-year fence replacement project, it was discovered that the current fence has been cut in several places, allowing unauthorized access to the yard and our equipment. Those identified areas will be included in the first phase of the fence replacement project.

To further protect our investment in the equipment stored in the yard, we held a meeting with Advanced Satellite Communications, who installed the current security and camera system for the new DPW building, to discuss our needs. After reviewing the areas of concern, ASC came up with a plan to provide coverage to the concerned areas, as well as increase the security at our Stark Road entrance.

ASC proposes to install six Avigilon Multisensor Security cameras to cover the drives and areas where vandalism and break-ins are common and connect them to the current Avigilon video server already installed at the DPW office. In addition, the Stark Road gate intercom will be changed with a Video intercom, giving authorized users in the building the ability to allow access while giving 24-hour video surveillance of that entrance.

As ASC was the approved security vendor for the newly constructed DPW building and is very familiar with the current system and its maintenance and operation, we felt they would be the best company to choose when adding to the existing system versus going out to bid.

The cost of the purchase and installation of the six cameras will be \$39,846.68 and the required electrical updates by RCI Electric (approved vendor for general electrical services #148-22) will be \$5,350.00; for a total cost of \$43,096.68.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to

be used in lieu of the recommendation)

It is the recommendation of the Department of Public Works that Council authorize the following vendors, for the installation of security cameras at the DPW yard, from budgeted funds in account no. 401-000-971-000

RCI Electric	\$5,350.00
ASC Security	<u>\$39,846.68</u>
Total	\$45,196.68

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

Six (6) Avigilon Multisensor Security cameras and one video intercom, as well as electrical service upgrades to meet the expanding system's needs. Required electrical upgrades as needed for the new cameras.

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

n/a

DETAILED WORK BEING PERFORMED

Installation of all required components to upgrade the current security system with 6 more outdoor cameras and upgrading the access intercom at the Stark Road entrance with video capability.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

RCI Electric	\$5,350.00
ASC Security	<u>\$39,846.68</u>
Total	\$45,196.68

Sufficient funds are budgeted in account no. 401-000-971-000

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

A quote was requested from the company who designed and installed the security system at the new DPW headquarters so we would be sure it would tie seamlessly into the current system.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Used company that originally designed and installed the security system for continuity purposes.

Required electrical work to be done by Council approved General Electric contractor #148-22

ATTACHMENTS

1. R050222 RCI CR 148-22

APPROVED BY



Don Rohraff, Director of Public Works

Date: August 10, 2023



Michael Slater, Finance Director

Date: August 11, 2023



Maureen Miller Brosnan, Mayor

Date: August 11, 2023

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

#148-22 RESOLVED, that having considered the report and recommendation of the Director of Public Works, dated March 31, 2022, which bears the signatures of the Director of Finance and the City Attorney, and is approved for submission by the Mayor, the Council does hereby authorize a two-year contract, for the period April 1, 2022 through March 31, 2024, with an optional third year extension upon mutual consent, with RCI Electric, 4999 McCarthy Dr., Milford, MI 48381, for completing all work required in connection with the street light and general electrical maintenance at all City buildings and facilities and parking lots and athletic and street light electrical maintenance at City-owned ball diamonds, parking lots, parks, and miscellaneous City facilities and along the Plymouth Road corridor, at the unit prices bid, at an estimated annual amount of \$291,975.00, the same having been the sole bid received and meets all specifications; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$291,975.00 from funds already budgeted in various departmental contractual services accounts for this purpose; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract with RCI Electric, subject to approval 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.

<i>CONSENT AGENDA ITEM 17 (Regular Meeting of May 2, 2022)</i>
--

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

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

7. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE SECURITY CAMERAS: Department of Public Works, re: for the DPW yard, from budgeted funds.

Doug Moore, Assistant Director of DPW presented this request to Council, indicating they will be getting a grant from MMRMA for \$25,000 towards this project.

Council President Jim Jolly asked about the real-time monitoring for this system. Doug Moore and Don Rohraff were unsure of the ability to have real-time monitoring.

Councilmember Kathleen McIntyre offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

Engineering
August 9, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

AWARD OF CONTRACT: Engineering Division, re: for the DPW Fencing Replacement Project, from budgeted funds.

BACKGROUND DETAILS

After experiencing several break-in's at our main DPW complex on Farmington Road, efforts are being made to make the yard more secure. Along with increased security camera coverage, we are proposing to replace portions of the existing chain-link fencing with metal vertical picket fencing that will not be as easy to cut through and as the chain-link fabric.

Due to the estimated costs to complete fencing around the entire DPW yard, this project is planned to be installed in multiple phases over the next couple years as budgeted funds are available. The first phase of the project that is to be completed under this years' budget will replace the fencing along the north property line and along the rear of the fleet maintenance building, where the fence abuts the neighboring industrial building parking lots and where the existing fencing has been cut multiple times.

The Engineering Division prepared specifications and arranged for the taking of bids on August 2, 2023 for the DPW Fencing Replacement project. In response to the advertisement on the Michigan Intergovernmental Trade Network (MITN), six (6) bids were submitted. The bids may be summarized as follows:

NAME OF BIDDER	AMOUNT OF BID
1. Complete Fence, LLC Cortland, IL	\$ 68,021.80 (\$68,025.38 as-read)
2. Motor City Fence Rochester Hills, MI	\$ 74,798.00 (\$74,800.00 as-read)
3. Nationwide Construction Group Richmond, MI	\$ 75,552.20
4. Future Fence Company Warren, MI	\$ 79,398.00
5. Industrial Fence and Landscaping	\$ 85,518.40 (\$85,522.00 as-read)

Detroit, MI

6. Decima, LLC	\$109,950.00
Detroit, MI	

After reviewing the bids, it was determined that the submittal from the apparent low bidder, Complete Fence LLC, did not include the required bid bond and was ruled incomplete. For that reason, we are disqualifying the bid of Complete Fence LLC, and requesting to award the contract to the second low bidder, Motor City Fence. Motor City Fence has done similar work for the City of Livonia and the Engineering Division believes their work will be satisfactory.

Due to the bids received being less than our preliminary estimates, and below the amount that we have budgeted for this phase of the project, we would like to request that we add additional fencing to what was proposed to maximize our budgeted funds this year. The representatives from Motor City Fence have agreed to honor their unit prices from their bid for the additional fencing.

Based on the unit prices, we would be able to install an additional 250 lineal feet of fence, which will allow us to complete the next section to the rear of the self-storage facility, on the west side of the DPW property. The additional work would total \$23,392.50, for a grand total of \$98,191.40, which would still be less than the amount budgeted for this year.

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

- Award contract in the total amount of not-to-exceed \$98,191.40 to Motor City Fence, 209 South Blvd E., Rochester Hills, Michigan 48307. The award should be on the basis of the bid unit prices said amount to be adjusted based upon the quantities of work actually completed.
- Authorize an expenditure from budgeted funds in the amount not-to-exceed \$98,191.40 for the DPW Fencing Replacement Project from Account No. 401-000-974-000 (Land Improvement).
- Authorize the City Engineer to approve minor adjustments in the work as required.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

- Award contract in the total amount of not-to-exceed \$98,191.40 to Motor City Fence, 209 South Blvd E., Rochester Hills, Michigan 48307. The award should be on the basis of the bid unit prices said amount to be adjusted based upon the quantities of work actually completed.
- Authorize an expenditure from budgeted funds in the amount not-to-exceed \$98,191.40 for the DPW Fencing Replacement Project from Account No. 401-000-974-000 (Land Improvement).
- Authorize the City Engineer to approve minor adjustments in the work as required.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

n/a

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

\$98,191.40

DETAILED WORK BEING PERFORMED

Replacement of portions of the existing chain-link fencing with metal vertical picket fencing along the main DPW complex.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$98,191.40 from Account No. 401-000-974-000 (Land Improvement)

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

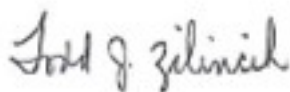
After reviewing the bids, it was determined that the submittal from the apparent low bidder, Complete Fence LLC, did not include the required bid bond and was ruled incomplete. For that reason, we are disqualifying the bid of Complete Fence LLC, and requesting to award the contract to the second low bidder, Motor City Fence, 209 South Blvd. E, Rochester Hills, MI 48307, Contact: Brian Lepp, President. Motor City Fence has done similar work for the City of Livonia and the Engineering Division believes their work will be satisfactory.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): n/a

ATTACHMENTS

1. Change Order #1 - Signed
2. Bid Summary - August 2, 2023
3. Complete Fence Bid
4. Motor City Fence Bid
5. Nationwide Construction Group Bid
6. Future Fence Company Bid
7. Industrial Fence and Landscaping Bid
8. Decima LLC Bid

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: August 09, 2023



Don Rohraff, Director of Public Works

Date: August 10, 2023



Michael Slater, Finance Director

Date: August 10, 2023



Paul Bernier, City Attorney

Date: August 11, 2023



Maureen Miller Brosnan, Mayor

Date: August 11, 2023

**City of Livonia
Engineering Division
12973 Farmington Road
Livonia, MI. 48150**

AUTHORIZATION FOR CHANGE IN WORK

Name of Project: Livonia DPW Fence Replacement Project

Change Order No. 1

Contractor: Motor City Fence
Address: 209 South Blvd. E,
Rochester Hills, MI. 48307
(248) 269-8888

Date: August 4, 2023

This Change Order, when approved, will constitute authorization for the following changes:

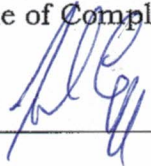
Description of Work and Reason	Unit	Estimated Quantities	Unit Price	Amount Increase	Amount Decrease
Installation of additional 8' tall, black aluminum vertical picket fencing along west property line to extend coverage across neighboring property	l.f.	250	\$93.57	\$23,392.50	
TOTALS				\$23,392.50	
Net	INCREASE			\$23,392.50	

Original Contract Amount: \$ 74,798.90

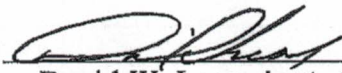
Change Order #1 Amount: \$ 23,392.50

Adjusted Total Contract Amount: \$ 98,191.40

Change in Time of Completion N/A to _____

Accepted by:  _____
Motor City Fence

Date: 8-4-23

Approved for Owner by:  _____
David W. Lear, Asst. City Engineer

Date: 08/04/2023

DPW Fence Replacement

Bid Summary – Tuesday, August 2, 2023

1. Complete Fence, LLC	\$ 68,021.80* (\$68,025.38 as-read total)
2. Motor City Fence	\$ 74,798.00 (\$74,800.00 as-read total)
3. Nationwide Construction Group	\$ 75,552.20
4. Future Fence Company	\$ 79,398.00
5. Industrial Fence and Landscaping	\$ 85,518.40 (\$85,522.00 as-read total)
6. Decima, LLC	\$ 109,950.00

*Low bid by Complete Fence was ruled as incomplete as the required bid bond was not included.

LIVONIA DPW FENCING REPLACEMENT

CITY OF LIVONIA, MICHIGAN

FORM OF PROPOSAL

City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. The work under this contract shall be completed between September 4, 2023 and November 3, 2023.

Also, the undersigned agrees that if the above proposal is accepted, they will execute the contract and furnish acceptable bonds, all on forms attached, within ten (10) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attached hereto their bid bond in the sum of 5% of the Proposal and agrees that same shall be forfeited to the City of Livonia, in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty but as liquidated damages. The bidder further agrees to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day after the required completion date as hereinafter provided in Paragraph 39 of the General Conditions. The City shall not be required to prove or show such liquidated damages.

No bid shall be withdrawn for at least ninety (90) days after the scheduled closing time for receiving bids.

Bid of Complete Fence LLC hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as Corporation *.

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

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

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

Addendum No.

1

Addendum Date

7/26/23

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$ 0	\$ 0
2	Place 8' High, Black Aluminum Vertical Picket Fencing (Includes Panels, Posts, all connection appurtenances, and Installation)	770	l.f.	\$ 88.34	\$ 68,025.38
3	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	250	s.y.	\$	\$
TOTAL BID				\$ 68,025.38	

Lead time for materials 30-45 days Number days to complete work 10 days

The undersigned agrees that the City of Livonia may increase or decrease the quantity of work without changing the unit price bid for the work.

Warranty: Parts 25 Year Labor 1 Year

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to

Proceed received. **The undersigned shall complete the Work to Substantial Completion within 60 days of notice to proceed, and to Final Completion within 75 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

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

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

The undersigned represents that they acknowledge that the City reserves the right to accept or reject any bid or all bids and to waive irregularities in bids.

Complete Fence LLC

Contractor

320 W. Lincoln Hwy, Cortland IL 60112

Address

773-682-3709

36-4073004

7/23/23

Telephone No.

Federal I.D. No.

Date

By: Joe Bivins

Title: Sales Associate

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the “Notice to Bidders” and “Instruction to Bidders” sections.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

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

Name: Complete Fence LLC

Address: 320 W. Lincoln Hwy Phone: 773-682-3709
Cortland IL, 60112

Number of years operating under your present name: 46

General nature of work performed by your company: Commercial, Industrial,
Residential

Background and experience of the principal members of your organization including officers: Over 50 years cumulative experience in the fencing industry with an array of public works, municipal, residential, and commercial applications.
CEO/Owner is a military Veteran with 8 years of service in the Marine Corps.

Major equipment available for this contract: Bobcat

Has your firm or any of it's principles performed work for the City of Livonia in the past? Yes _____ No X

If yes, please describe work performed, department serviced and dates of service.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

Has your firm in the past 10 years, or is it presently, under litigation for work of a similar scope to the work being requested herein? If so, please provide a list of current litigation.

No

PROJECT REFERENCES

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

1. Project Title: 21-517 Project IGQ9

Client: Krusinski Construction Company

Contact Person: Gina Phone: (630) 573-7700

Contract Amount: \$649,675.50

Start Date: 1/2023 Completion Date: 3/31/23

Project Description: Montage Fencing, Industrial Chain Link Fencing, Cantilever Gate
Guardrail, Custom Fencing.

2. Project Title: Fall River Solar

Client: Borrego Solar Systems, Inc.

Contact Person: Phone: (888) 898-6273

Contract Amount: \$738,610.00

Start Date: 3/21/23 Completion Date: 5/11/2023

Project Description: Farm Fencing, Industrial Chain Link Fencing

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

3. Project Title: FedEx Cedar Rapids

Client: Meridian Design Build LLC

Contact Person: _____ Phone: 847-374-9222

Contract Amount: \$842,336.00

Start Date: 8/2/2021 Completion Date: 11/9/2022

Project Description: Industrial Chain Link Fencing, gates, gaurdrails.

Project Title: Champaign Central High School North Athletic Fields

Client: Grunloh Construction, Inc.

Contact Person: _____ Phone: 217-342-4157

Contract Amount: \$438,580.69

Start Date: 3/21/23 Completion Date: 7/11/2023

Project Description: Ornamental Fencing , Industrial Chain Link Fencing , Wood Fencing,

Custom Fencing

Form Completed by: Joe Bivins, Sales Associate

Name - Title

Signature

7/31/23

Date

SUBCONTRACTOR LIST

<u>ITEM</u>	<u>NAME, ADDRESS & PHONE # OF CONTRACTOR</u>
Earthwork	_____

	Phone: _____
Concrete	_____

	Phone: _____
Restoration Items	_____

	Phone: _____



CITY OF LIVONIA
 Department of Public Works, Engineering Division
 33000 Civic Center Drive
 Livonia, Michigan 48150
 (734) 466-2570, (734) 466-2185 Fax

PROPOSED DPW FENCING REPLACEMENT
 City of Livonia DPW Facilities
 #12973 Farmington Road
 Livonia, Michigan 48150

DATE: 7/23/2023	SHEET: 1 OF 1	REV: NONE
DESIGNER: J. B. BROWN	CHECKED: J. B. BROWN	DATE: 7/23/2023
DRAWN: J. B. BROWN	DATE: 7/23/2023	BY: J. B. BROWN
PROJECT: #12973 Farmington Road	DATE: 7/23/2023	BY: J. B. BROWN



PROPOSAL

Prepared For:
Submitted By: Joe Bivins

Bidding Department

Phone: 773-682-3709

Project:
Email: jbivins@cnifence.com

FENCE REPLACEMENT - DEPARTMENT OF PUBLIC WORKS

Date: 8/1/2023

, ,

Quote #: 73193

Complete Fence agrees to install labor and materials for the following:

DESCRIPTION

EXTENDED

Ornamental Fencing:

68,025.38

770LF of 8'H Ornamental Fencing. (Aluminum, Elite EFF-20, 3 Rail Black)

Linear Feet: 770

Height: 8'

Line Post Footing: 36" concrete footings

Terminal Post Footing: 36" concrete footings

Haul Spoils: no

Take Down: no

Base Bid Total: 68,025.38


Exclusions: Project is bid for one mobilization and assumes normal digging conditions. Any grounding, core drilling, vacuum drilling, son- a-tubes, digging through stone, or digging in winter/frozen conditions may incur extra charges. Bid assumes site is accessible for concrete trucks. Dirt to be spread on site, excludes haul away. Price excludes any tree or shrub removal, and any survey or landscape repair. Excludes clearing, grubbing, fence removal, surveying, grading, private locates, automation, potholing. Permit by others. Stamped drawings/engineering/BIM excluded.

Price is good for 14 days. Due to volatile supply chain, material prices may be increased after 14 days and even after the parties have entered into an agreement for CF's services.

Refusal to pay for increased material prices shall be a basis for CF to terminate the agreement. Price excludes supplier fuel surcharges, which may incur at time of order. All excluded items or changes due to inaccurate assumptions will require change orders.

Price excludes tax and uses union/prevailing wage labor. CF will not handle or dispose of hazardous material.

Sales Rep: Joe Bivins

Approved By:

 Signature: **Joe Bivins**

Signature: _____

Date: 8/1/2023

Date:

Thank you for your business!

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

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

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

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

Addendum No.

1

Addendum Date

7-26-23

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$	\$ <u>500.</u>
2	Place 8' High, Black Aluminum Vertical Picket Fencing (Includes Panels, Posts, all connection appurtenances, and Installation)	770	l.f.	\$ <u>93.57</u>	\$ <u>72,050.</u>
3	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	250	s.y.	\$ <u>9.00</u>	\$ <u>2,250.</u>
TOTAL BID				\$	<u>74,800.</u>

Lead time for materials 45 days Number days to complete work 8 days

The undersigned agrees that the City of Livonia may increase or decrease the quantity of work without changing the unit price bid for the work.

Warranty: Parts 5 Year Labor 1 Year

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to

Proceed received. **The undersigned shall complete the Work to Substantial Completion within 60 days of notice to proceed, and to Final Completion within 75 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

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

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

The undersigned represents that they acknowledge that the City reserves the right to accept or reject any bid or all bids and to waive irregularities in bids.

Motor City Fence

Contractor

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

Address

248-269-8888

06-1679022

7-31-23

Telephone No.

Federal I.D. No.

Date

By: [Signature]

Title: President

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the "Notice to Bidders" and "Instruction to Bidders" sections.

SPECIFICATIONS
FOR
FENCE CONSTRUCTION

1. General Requirements:

- Aluminum Vertical Picket Fence
- Black Powder-Coated Finish
- 96" Height
- Flat Top, 3 Horizontal Rails

2. Panels:

Aluminum vertical picket fence panels shall be a minimum of 96' in height, 96" wide and powder-coated matte black.

Provide fencing panels with the following characteristics:

- | | |
|--------------------|----------------------|
| 1. Pickets: | 1" sq. x .062" thick |
| 2. Rails: Topwalls | 1 5/8" x .070" thick |
| Sidewalls | 1 5/8" x .100" thick |
| 3. Picket Spacing: | 4" |
| 4. Panel Height: | 96" |

3. Posts:

- | | |
|--------------------------|--------------------------|
| 1. End and Corner Posts: | 3" sq. x .125" thick |
| 2. Line Posts: | 2 1/2" sq. x .100" thick |
| 3. Spacing: | 8' on-center |

The average weight per foot of metallic coated fence posts must be within +/-10 percent of the required weight per foot. Posts must be a minimum of 32" longer than the height of the fence fabric.

4. Fence Fittings and Hardware:

1. Aluminum Extrusions shall have a 35,000 psi minimum yield strength.
2. All Fasteners shall be stainless steel.
3. Pickets and rails shall be connected to rails and posts using stainless steel screws.
4. All accessories (post caps, finials, etc) shall be from aluminum alloy A 360.0 per ASTM B85.
5. All fencing shall be powder-coated matte black with a minimum thickness of 2.0 mils. All screw heads shall be painted to match the fencing color.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

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

Name: Motor City Fence

Address: 209 South Blvd. E. Phone: 248-269-8888
Rochester Hills, MI 48307

Number of years operating under your present name: 20

General nature of work performed by your company: Fence Installation

Background and experience of the principal members of your organization including officers:

Owner and operator for 20 years

Major equipment available for this contract: Skid Loader

Has your firm or any of it's principles performed work for the City of Livonia in the past? Yes ☒ No ☐

If yes, please describe work performed, department serviced and dates of service.

* See References

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

Has your firm in the past 10 years, or is it presently, under litigation for work of a similar scope to the work being requested herein? If so, please provide a list of current litigation.

No

PROJECT REFERENCES

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

1. Project Title: Devonaire Park
Client: City of Livonia
Contact Person: Ethan Engel Phone: 734-466-2414

Contract Amount: \$21,083.

Start Date: 10-1-22 Completion Date: 10-17-22

Project Description: Replace Ballfield Fence

2. Project Title: Rotary Park, Livonia
Client: Shaw Construction
Contact Person: Ted Barker Phone: 734-425-6854

Contract Amount: \$42,913.

Start Date: 6-10-19 Completion Date: 7-2-19

Project Description: Tennis Court Fence

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

3. Project Title: Henry Ford Hospital Parking Deck
Client: Site Development
Contact Person: Kevin Lampton Phone: 248-583-1200
Contract Amount: \$111,653.
Start Date: 3-1-22 Completion Date: 1-20-23
Project Description: Ornamental Picket Fence
around parking lot.

Project Title: Williams International
Client: " "
Contact Person: Tom Littlefield Phone: 248-504-8984
Contract Amount: \$369,359.
Start Date: 8-1-22 Completion Date: 3-29-23
Project Description: Install 10' H. Fence around property
perimeter.

Form Completed by: Brian J. Lepp
Name - Title
[Signature]
Signature
7-31-23
Date

CITY OF LIVONIA
ADDENDUM NO. 1 FENCE REPLACEMENT (DPW)

Date: July 26, 2023
To: Potential Bidders
From: Enna A. Bachelor, Purchasing Manager
Subject: Addendum No. 1 – Fence Replacement (DPW)

Addendum No. 1 is being issued respond to provide clarifications to bid specifications:

- The fencing contractor will be responsible for disposal of the existing fencing materials that are removed (including the posts, post bases and barbed wire)
- Please note that existing posts are not in the asphalt, they are in the ground next to the edge of the pavement (see attached photos).

All other provisions of the bid remain the same. The due date remains the same. Acknowledge receipt of the addendum with your bid uploaded to the MITN website.

-- ADDENDUM NO. 1 – ACKNOWLEDGEMENT – FENCE REPLACEMENT DPW --

COMPANY NAME Motor City Fence

AUTHORIZED SIGNATURE  DATE 7-31-23

PRINT NAME Brian J. Lepp TITLE President



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Motor City Fence, L.L.C.

209 E. South Blvd.

Rochester Hills, MI 48307

OWNER:

(Name, legal status and address)

City of Livonia

33000 Civic Center Drive

Livonia, MI 48154

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

SURETY:

(Name, legal status and principal place of business)

Western National Mutual Insurance Company

P.O. Box 1463

Minneapolis, MN 55440

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

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

PROJECT:

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

DPW Fence Replacement

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

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

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

Signed and sealed this **1st** day of **August, 2023**

(Witness)

(Witness)

Motor City Fence, L.L.C.

(Principal)

(Seal)

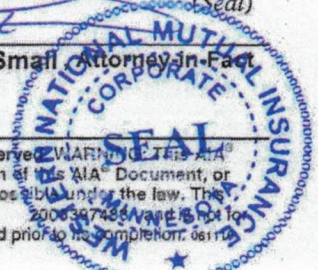
(Title) **Brian J. Lepp, President**
Western National Mutual Insurance Company

(Surety)

(Seal)

(Title)

Susan L. Small, Attorney-in-Fact



Init.

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: John L. Budde, Susan L. Small, Kathleen M. Ireland, Terri Young, Meagan L. Kress, Alan P. Chandler

(Valenti Trobec Chandler, Inc. dba Griffin Smalley & Wilkerson, Inc. - #9645)

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

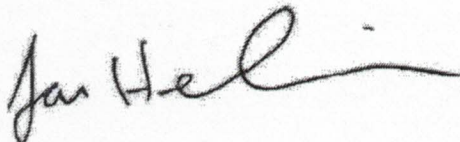
All written instruments in an amount not to exceed an aggregate of Seven Million Dollars (\$7,000,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

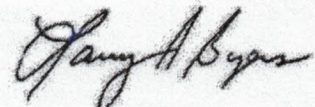
RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



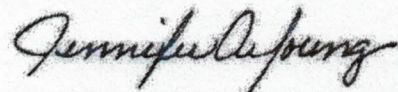
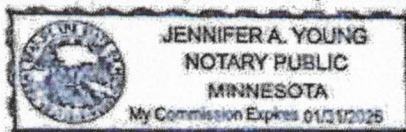
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 1st day of August, 2023

Jennifer A. Young, Assistant Secretary





AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RMD Holdings, Ltd. d/b/a
Nationwide Construction Group
69951 Lowe Plank Rd.
Richmond, MI 48062

SURETY:

(Name, legal status and principal place
of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

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

OWNER:

(Name, legal status and address)

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

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

PROJECT:

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

Livonia DPW Fencing Replacement

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

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

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

Signed and sealed this 1st day of August, 2023


(Witness)

RMD Holdings, Ltd. d/b/a Nationwide Construction Group
(Principal) (Seal)

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

Liberty Mutual Insurance Company

(Surety)

(Title)

Susan L Small, Attorney-in-Fact



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

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

Certificate No: **8206562-013056**

POWER OF ATTORNEY

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

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

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



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1120044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 2023.



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

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

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

CITY OF LIVONIA
ADDENDUM NO. 1 FENCE REPLACEMENT (DPW)

Date: July 26, 2023
To: Potential Bidders
From: Enna A. Bachelor, Purchasing Manager
Subject: Addendum No. 1 – Fence Replacement (DPW)

Addendum No. 1 is being issued respond to provide clarifications to bid specifications:

- The fencing contractor will be responsible for disposal of the existing fencing materials that are removed (including the posts, post bases and barbed wire)
- Please note that existing posts are not in the asphalt, they are in the ground next to the edge of the pavement (see attached photos).

All other provisions of the bid remain the same. The due date remains the same. Acknowledge receipt of the addendum with your bid uploaded to the MITN website.

-- ADDENDUM NO. 1 – ACKNOWLEDGEMENT – FENCE REPLACEMENT DPW --

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

AUTHORIZED SIGNATURE  DATE August 1, 2023

PRINT NAME Scott Keller TITLE C.O.O.

LIVONIA DPW FENCING REPLACEMENT

CITY OF LIVONIA, MICHIGAN

FORM OF PROPOSAL

City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. The work under this contractor shall be completed between September 4, 2023 and November 3, 2023.

Also, the undersigned agrees that if the above proposal is accepted, they will execute the contract and furnish acceptable bonds, all on forms attached, within ten (10) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attached hereto their bid bond in the sum of 5% of the Proposal and agrees that same shall be forfeited to the City of Livonia, in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty but as liquidated damages. The bidder further agrees to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day after the required completion date as hereinafter provided in Paragraph 39 of the General Conditions. The City shall not be required to prove or show such liquidated damages.

No bid shall be withdrawn for at least ninety (90) days after the scheduled closing time for receiving bids.

RMD Holdings, Ltd. d/b/a Nationwide Construction Group
Bid of _____ hereinafter called Bidder, organized and existing
under the laws of or a resident of the State of Michigan, doing business as Corporation *.

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

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

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

Addendum No.

1

Addendum Date

July 26, 2023

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$ 1,312.50	\$ 1,312.50
2	Place 8' High, Black Aluminum Vertical Picket Fencing (Includes Panels, Posts, all connection appurtenances, and Installation)	770	l.f.	\$ 89.11	\$ 68,614.70
3	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	250	s.y.	\$ 22.50	\$ 5,625.00
TOTAL BID				\$75,552.20	

Lead time for materials 50 days Number days to complete work 10 days

The undersigned agrees that the City of Livonia may increase or decrease the quantity of work without changing the unit price bid for the work.

Warranty: Parts 10 Years

Labor 1 Year

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to

Proceed received. **The undersigned shall complete the Work to Substantial Completion within 60 days of notice to proceed, and to Final Completion within 75 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

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

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

The undersigned represents that they acknowledge that the City reserves the right to accept or reject any bid or all bids and to waive irregularities in bids.

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

Contractor

69951 Lowe Plank Road, Richmond, MI 48062

Address

(586) 749-6900

38-2932367

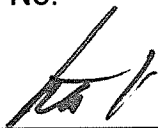
August 1, 2023

Telephone No.

Federal I.D. No.

Date

By: X



Title: Scott Keller - C.O.O.

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the "Notice to Bidders" and "Instruction to Bidders" sections.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

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

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

Address: 69951 Lowe Plank Road Phone: (586) 749-6900
Richmond, MI 48062

Number of years operating under your present name: 33

General nature of work performed by your company: Fence & Guardrail Construction

Background and experience of the principal members of your organization including officers: See attached Schedule of Key Employees

Major equipment available for this contract: See attached Book Asset Detail Schedule

Has your firm or any of it's principles performed work for the City of Livonia in the past? Yes X No _____

If yes, please describe work performed, department serviced and dates of service.

Clarenceville Cemetery - Parks & Rec - August 2022 & March 2023

Compton Park Pickleball Fence - Parks & Rec - November 2022

Trinity Theater / Union Cemetery - Parks & Rec - May 2022

Baseball Diamond Fence - Parks & Rec - March 2023

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

NAME	PRESENT POSITION	LENGTH OF TIME WITH COMPANY	YEARS OF CONSTRUCTION EXPERIENCE	CONSTRUCTION EXPERIENCE
OFFICERS				
Robert DeMil	Owner & President	42	44	Fence and Guardrail Installations, Highway and General Construction
PROJECT MANAGEMENT				
Scott Keller	Treasurer/Chief Operating Officer/Sales Manager	30	30	Fence and Guardrail Installations, Highway and General Construction
Andre DeMil	Vice President/Project Manager/Estimator	23	25	Fence and Guardrail Installations, Highway and General Construction
Franco Amicucci	Secretary/Project Manager/Estimator	28	30	Fence and Guardrail Installations, Highway and General Construction
Melvin Kucway	Project Manager/Estimator	33	33	Fence and Guardrail Installations, Highway and General Construction
Joseph Carrier	Project Manager/Estimator	26	30	Fence and Guardrail Installations, Highway and General Construction
Brian Schultz	Project Manager/Estimator	18	43	Fence and Guardrail Installations, Highway and General Construction
Mike Carr	Project Manager/Estimator	15	27	Fence and Guardrail Installations, Highway and General Construction
Scott Gray	Project Manager/Estimator	7	7	Fence and Guardrail Installations, Highway and General Construction
Scott Wasik	Project Manager/Estimator	5	6	Fence and Guardrail Installations, Highway and General Construction
Adam Irish	Project Manager/Estimator	2	8	Fence Installations. Highway and General Construction
Bryan Decker	Assistant Project Manager	6	6	Fence and Guardrail Installations, Highway and General Construction
Austin Keeley	Assistant Project Manager	2	2	Guardrail Installations, Highway and General Construction
Austin Moore	Assistant Project Manager	1	1	Fence and Guardrail Installations, Highway and General Construction
Connor Mahn	Assistant Project Manager	1	1	Fence and Guardrail Installations, Highway and General Construction
FIELD SUPERVISORS & FOREMEN				
James Raines	Field Supervisor	28	52	Fence and Guardrail Installations, Highway and General Construction
Chad Fox	Safety Manager/QA and QC Manager	15	21	Fence and Guardrail Installations, Highway and General Construction
Steve Gonzales	Field Foreman	18	39	Fence and Guardrail Installations, Highway and General Construction
Rusty Dawson	Field Foreman	13	33	Fence and Guardrail Installations, Highway and General Construction
Miguel Sanchez	Field Foreman	24	31	Fence and Guardrail Installations, Highway and General Construction
Darrin Johnson	Field Foreman	17	27	Fence and Guardrail Installations, Highway and General Construction
William McNabb Jr.	Field Foreman	7	18	Fence and Guardrail Installations, Highway and General Construction
Jeff Weinhau	Field Foreman	11	16	Fence and Guardrail Installations, Highway and General Construction
Brandon Kaul	Field Foreman	9	10	Fence and Guardrail Installations, Highway and General Construction
YARD EMPLOYEES				
Jacob Cooke	Yard Manager	7	7	Fleet Manager, Yard Manager
Larry Furton	General Yard Laborer	31	31	Fleet Manager, Auto Mechanic & Highway and General Construction
Zackary Adamick	Yard Foreman	5	5	Yard Foreman
DeAndrew Lewis	Welder	29	30	Welder and Highway and General Construction
Dusten Crider	Mechanic	5	13	Auto Mechanic for Highway and General Construction
Christopher Bunce	Mechanic	2	18	Auto Mechanic for Highway and General Construction
OFFICE MANAGEMENT				
Rogue Tyson	Corporate Attorney	21	21	General Construction
Robert Dray	Controller	4	16	General Construction
Theresa Sullivan	Assistant Controller	1	6	General Construction
Renee Kubic	Accountant	1	3	General Construction
Allan Reyes	Safety Director	15	31	General Construction and Military Construction
Paul Macker	Contract Administrator	19	19	General Construction
Bryan Muir	Subcontract Administrator & Project Manager	31	31	Fence Installation and Highway and General Construction

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Leasehold Imp- Corporate												
671		Window blinds for Richmond office	7/01/17	4,497.05	0.00	0.00	2,585.83	37.47	2,623.30	1,873.75	S/L	10.00
672		Building cabling & telephone move	7/25/17	8,427.78	0.00	0.00	4,775.75	70.24	4,845.99	3,581.79	S/L	10.00
689		Material racks for yard	9/12/17	13,953.96	0.00	0.00	7,790.98	116.28	7,907.26	6,046.70	S/L	10.00
738		Electrical work for inside crane	10/16/18	5,130.00	0.00	0.00	2,265.75	42.75	2,308.50	2,821.50	S/L	10.00
739		(10) Security cameras- Corporate of	10/29/18	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00	S/L	3.00
746		Overhead girder crane- Weld Shop	1/11/19	56,226.64	0.00	0.00	11,948.15	234.28	12,182.43	44,044.21	S/L	20.00
748		Material racks for yard	2/04/19	6,489.64	0.00	0.00	2,704.00	54.08	2,758.08	3,731.56	S/L	10.00
783		Pavilion in Richmond	12/01/19	21,756.12	0.00	0.00	4,834.70	120.87	4,955.57	16,800.55	S/L	15.00
784		NWCG Sign	12/20/19	5,022.00	0.00	0.00	1,632.15	41.85	1,674.00	3,348.00	S/L	10.00
Leasehold Imp- Corporate				<u>125,503.19</u>	<u>0.00c</u>	<u>0.00</u>	<u>42,537.31</u>	<u>717.82</u>	<u>43,255.13</u>	<u>82,248.06</u>		
Group: Leasehold Improve-Macon												
755		Electrical work @ Macon, GA Yard	4/09/19	10,175.73	0.00	0.00	4,070.28	84.80	4,155.08	6,020.65	S/L	10.00
782		Waste oil heater MX300	10/01/19	8,312.83	0.00	0.00	2,909.48	69.27	2,978.75	5,334.08	S/L	10.00
Leasehold Improve-Macon				<u>18,488.56</u>	<u>0.00c</u>	<u>0.00</u>	<u>6,979.76</u>	<u>154.07</u>	<u>7,133.83</u>	<u>11,354.73</u>		
Group: Machinery & Equip- Indust												
240		Case Model 580L Backhoe. #777	3/03/99	45,540.00	0.00	0.00	45,540.00	0.00	45,540.00	0.00	S/L	11.00
270		Gradall Forklift- #00-53 534D6	5/10/01	67,000.00	0.00	0.00	67,000.00	0.00	67,000.00	0.00	S/L	11.00
297		Clark Forklift- #62-20	2/23/03	4,240.00	0.00	0.00	4,240.00	0.00	4,240.00	0.00	S/L	11.00
309		Bobcat Versahandler Model V518	12/11/03	72,233.51	0.00	0.00	72,233.51	0.00	72,233.51	0.00	S/L	11.00
335		Post Installer	10/08/04	10,149.00	0.00	0.00	10,149.00	0.00	10,149.00	0.00	S/L	5.00
349		Hydraulic Post Drivers	3/16/05	2,374.14	0.00	0.00	2,374.14	0.00	2,374.14	0.00	S/L	5.00
350		Hydraulic Post Drivers	3/16/05	2,374.14	0.00	0.00	2,374.14	0.00	2,374.14	0.00	S/L	5.00
351		Hydraulic Post Drivers	3/16/05	2,374.13	0.00	0.00	2,374.13	0.00	2,374.13	0.00	S/L	5.00
356		GPS Tracking System-46 units	8/04/05	26,330.40	0.00	0.00	26,330.40	0.00	26,330.40	0.00	S/L	5.00
358		Mcmillen Augers	10/25/05	2,348.85	0.00	0.00	2,348.85	0.00	2,348.85	0.00	S/L	5.00
359		Mcmillen Augers	10/25/05	2,348.85	0.00	0.00	2,348.85	0.00	2,348.85	0.00	S/L	5.00
360		Mcmillen Augers	10/25/05	2,348.86	0.00	0.00	2,348.86	0.00	2,348.86	0.00	S/L	5.00
366		Bobcat T-300. #06-44	6/01/06	50,001.38	0.00	0.00	50,001.38	0.00	50,001.38	0.00	S/L	10.00
367		GPS Units for 16 units	9/30/06	10,329.70	0.00	0.00	10,329.70	0.00	10,329.70	0.00	S/L	10.00
382		John Deere Tractor & Tiller.#92-60	1/16/07	10,850.00	0.00	0.00	10,850.00	0.00	10,850.00	0.00	S/L	10.00
385		Arrowboard	1/16/07	5,564.00	0.00	0.00	5,564.00	0.00	5,564.00	0.00	S/L	7.00
390		Bobcat Sweeper 72"	2/28/07	4,416.28	0.00	0.00	4,416.28	0.00	4,416.28	0.00	S/L	10.00
394		Bobcat 84" Angle Broom	4/04/07	5,734.35	0.00	0.00	5,734.35	0.00	5,734.35	0.00	S/L	5.00
398		Rapid Roller Chain Link Roller	5/10/07	4,821.43	0.00	0.00	4,821.43	0.00	4,821.43	0.00	S/L	5.00
400		Forklift 1999 Gradall. #99-74	6/19/07	35,510.00	0.00	0.00	35,510.00	0.00	35,510.00	0.00	S/L	10.00
401		Forklift 1999 Gradall Enclosure	7/02/07	4,796.50	0.00	0.00	4,796.50	0.00	4,796.50	0.00	S/L	10.00
402		(2) Lobo Post Pullers	7/16/07	8,475.36	0.00	0.00	8,475.36	0.00	8,475.36	0.00	S/L	5.00
407		(1) Lobo Post Puller	8/30/07	4,346.00	0.00	0.00	4,346.00	0.00	4,346.00	0.00	S/L	5.00
408		Bobcat T-300. #07-86	9/05/07	51,352.12	0.00	0.00	51,352.12	0.00	51,352.12	0.00	S/L	10.00
409		Fencer's Concrete Hog	9/07/07	5,585.97	0.00	0.00	5,585.97	0.00	5,585.97	0.00	S/L	5.00
410		Fencer's Concrete Hog	9/12/07	5,195.00	0.00	0.00	5,195.00	0.00	5,195.00	0.00	S/L	5.00
413		Bobcat T-300. #08-66	10/20/07	51,352.15	0.00	0.00	51,352.15	0.00	51,352.15	0.00	S/L	10.00
414		Installink Machine	10/05/07	9,929.82	0.00	0.00	9,929.82	0.00	9,929.82	0.00	S/L	5.00

Book Asset Detail 4/01/23 - 4/30/23

FYE: 12/31/2023 Mth: 4/30/2023

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Machinery & Equip- Indust (continued)												
415		Barbwire Machine	10/05/07	7,387.47	0.00	0.00	7,387.47	0.00	7,387.47	0.00	S/L	5.00
416		Rapid Roller Chain Link Roller	10/12/07	4,787.29	0.00	0.00	4,787.29	0.00	4,787.29	0.00	S/L	5.00
417		Bobcat T-300. #08-62	10/23/07	51,352.13	0.00	0.00	51,352.13	0.00	51,352.13	0.00	S/L	10.00
419		Bobcat T-300. #08-64	10/23/07	51,352.12	0.00	0.00	51,352.12	0.00	51,352.12	0.00	S/L	10.00
421		(2) McMillan Augers	10/24/07	7,292.55	0.00	0.00	7,292.55	0.00	7,292.55	0.00	S/L	5.00
422		(1) McMillan Auger	10/24/07	3,646.27	0.00	0.00	3,646.27	0.00	3,646.27	0.00	S/L	5.00
423		(4) Magnum Light Towers	10/30/07	28,400.03	0.00	0.00	28,400.03	0.00	28,400.03	0.00	S/L	10.00
424		(1) McMillan Auger	10/31/07	3,646.27	0.00	0.00	3,646.27	0.00	3,646.27	0.00	S/L	5.00
425		Fencer's Concrete Hog	11/01/07	5,784.32	0.00	0.00	5,784.32	0.00	5,784.32	0.00	S/L	5.00
448		(1) Bobcat 72" Brushcat	1/09/08	6,623.62	0.00	0.00	6,623.62	0.00	6,623.62	0.00	S/L	5.00
450		Bobcat T-300. #08-29	1/31/08	52,963.54	0.00	0.00	52,963.54	0.00	52,963.54	0.00	S/L	10.00
452		Ver-Mac Arrowboard Solar. #07-66	4/02/08	5,348.75	0.00	0.00	5,348.75	0.00	5,348.75	0.00	S/L	5.00
453		Bobcat T-300. #08-83	5/23/08	49,273.69	0.00	0.00	49,273.69	0.00	49,273.69	0.00	S/L	10.00
454		Bobcat T-300. #08-84	5/23/08	49,273.68	0.00	0.00	49,273.68	0.00	49,273.68	0.00	S/L	10.00
455		Fencer's Concrete Hog S/N 100080	4/30/08	6,299.56	0.00	0.00	6,299.56	0.00	6,299.56	0.00	S/L	5.00
456		(2) Bobcat Augers	6/01/08	7,292.55	0.00	0.00	7,292.55	0.00	7,292.55	0.00	S/L	5.00
460		66" Root Rake for Bobcat	7/02/08	2,778.95	0.00	0.00	2,778.95	0.00	2,778.95	0.00	S/L	5.00
461		(1) Bobcat Auger S/N 226457	7/07/08	3,646.27	0.00	0.00	3,646.27	0.00	3,646.27	0.00	S/L	5.00
462		Bobcat T-300. #08-30	6/24/08	49,172.00	0.00	0.00	49,172.00	0.00	49,172.00	0.00	S/L	10.00
475		Bobcat trencher LT414	9/19/08	7,014.35	0.00	0.00	7,014.35	0.00	7,014.35	0.00	S/L	5.00
484		2 Core barrels & 2 Dirt augers	12/12/08	4,505.00	0.00	0.00	4,505.00	0.00	4,505.00	0.00	S/L	5.00
490		96" dozer blade for Bobcat	2/03/09	5,164.32	0.00	0.00	5,164.32	0.00	5,164.32	0.00	S/L	5.00
497		(2) MultiQuip Concrete compactors	4/24/09	3,710.00	0.00	0.00	3,710.00	0.00	3,710.00	0.00	S/L	5.00
501		Trailblazer 302 welder generator	6/03/09	4,524.52	0.00	0.00	4,524.52	0.00	4,524.52	0.00	S/L	5.00
502		Wanco Arrowboard- VIN #W12497	3/09/99	4,876.00	0.00	0.00	4,876.00	0.00	4,876.00	0.00	S/L	11.00
504		Power rake	7/01/09	6,736.08	0.00	0.00	6,736.08	0.00	6,736.08	0.00	S/L	5.00
512		Hydraulic wrench	2/26/10	3,426.29	0.00	0.00	3,426.29	0.00	3,426.29	0.00	S/L	3.00
516		2007 Caterpillar Mini Excavator#3C	8/25/10	41,340.00	0.00	0.00	41,340.00	0.00	41,340.00	0.00	S/L	10.00
523		See #382. John Deere Tractor & Ti	10/01/10	651.00	0.00	0.00	651.00	0.00	651.00	0.00	S/L	7.00
559		Atlas Copco XATS375jd6 air comp	6/28/12	36,994.00	0.00	0.00	36,994.00	0.00	36,994.00	0.00	S/L	7.00
564		Bobcat 225 welder/generator	8/17/12	4,622.77	0.00	0.00	4,622.77	0.00	4,622.77	0.00	S/L	5.00
566		Post driver, drill & air hammer, Tru	8/24/12	139,594.58	0.00	0.00	139,594.58	0.00	139,594.58	0.00	S/L	10.00
567		Miller/Bobcat 225 welder generator	9/07/12	4,049.15	0.00	0.00	4,049.15	0.00	4,049.15	0.00	S/L	5.00
568		Miller Bobcat 250 welder generator	8/17/12	4,274.65	0.00	0.00	4,274.65	0.00	4,274.65	0.00	S/L	5.00
569		Bobcat Miller 225 welder generator	9/28/12	3,921.95	0.00	0.00	3,921.95	0.00	3,921.95	0.00	S/L	5.00
570		Bradco skid steer landscape rake att	9/04/12	2,199.50	0.00	0.00	2,199.50	0.00	2,199.50	0.00	S/L	3.00
575		Bobcat 225 welder/generator	10/29/12	4,005.74	0.00	0.00	4,005.74	0.00	4,005.74	0.00	S/L	5.00
581		Miller Bobcat 225 Welder/Generato	1/01/13	3,615.10	0.00	0.00	3,615.10	0.00	3,615.10	0.00	S/L	5.00
582		Miller Bobcat 225 Welder/Generato	3/13/13	4,049.15	0.00	0.00	4,049.15	0.00	4,049.15	0.00	S/L	7.00
588		(2) Fencer's cement hog	9/01/13	13,315.40	0.00	0.00	13,315.40	0.00	13,315.40	0.00	S/L	5.00
597		Magnum 6K Light Tower- #998	2/20/14	9,512.44	0.00	0.00	9,512.44	0.00	9,512.44	0.00	S/L	7.00
600		Wanco Arrowboard Solar LED	3/03/14	4,588.50	0.00	0.00	4,588.50	0.00	4,588.50	0.00	S/L	5.00
601		Solar Tech Arrow Board- #13-14	3/17/14	4,576.00	0.00	0.00	4,576.00	0.00	4,576.00	0.00	S/L	5.00
620		Rapid Roller attachment for Bobcat	4/02/15	7,056.68	0.00	0.00	7,056.68	0.00	7,056.68	0.00	S/L	5.00
621		Installink JR 8' attachment for Bobc	4/02/15	5,326.81	0.00	0.00	5,326.81	0.00	5,326.81	0.00	S/L	5.00
622		Miller Bobcat 225 welder/generator	5/28/15	3,597.43	0.00	0.00	3,597.43	0.00	3,597.43	0.00	S/L	5.00
634		Fence hog with stretch & extension	4/29/16	8,289.20	0.00	0.00	8,190.52	98.68	8,289.20	0.00	S/L	7.00
635		(1) Magnum Light Tower- #3896	6/20/16	6,342.64	0.00	0.00	6,342.64	0.00	6,342.64	0.00	S/L	5.00
636		(1) Magnum Light Tower- #4105	6/20/16	7,011.87	0.00	0.00	7,011.87	0.00	7,011.87	0.00	S/L	5.00

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Machinery & Equip- Indust (continued)												
639		Gradall 74" bucket	9/09/16	3,074.00	0.00	0.00	2,891.01	36.60	2,927.61	146.39	S/L	7.00
640		Gradall #99-74 repairs	11/21/16	15,993.38	0.00	0.00	15,993.38	0.00	15,993.38	0.00	S/L	5.00
642		Rhino Gas Power Driver-45	11/03/16	2,824.11	0.00	0.00	2,824.11	0.00	2,824.11	0.00	S/L	5.00
643		Bobcat 2016 #17044	11/30/16	63,356.92	0.00	0.00	40,126.03	527.98	40,654.01	22,702.91	S/L	10.00
652		Bucket & forks Bobcat #17044	12/02/16	2,422.10	0.00	0.00	1,533.99	20.19	1,554.18	867.92	S/L	10.00
653		Bobcat 225 Welder/Generator	1/19/17	3,947.80	0.00	0.00	3,947.80	0.00	3,947.80	0.00	S/L	5.00
654		Ver-Mac Arrow Board #17-26, Moc	1/30/17	5,247.00	0.00	0.00	5,247.00	0.00	5,247.00	0.00	S/L	5.00
665		Bobcat attachment- Soil conditioner	6/05/17	9,437.98	0.00	0.00	9,437.98	0.00	9,437.98	0.00	S/L	5.00
673		Tires for Gradall forklift #00-53	7/21/17	3,763.18	0.00	0.00	3,763.18	0.00	3,763.18	0.00	S/L	3.00
680		Bobcat 225 welder/generator	7/19/17	4,600.22	0.00	0.00	4,600.22	0.00	4,600.22	0.00	S/L	5.00
681		Bobcat T740- #17-066	8/01/17	66,313.70	0.00	0.00	37,577.76	552.62	38,130.38	28,183.32	S/L	10.00
682		Blue Star 185 Welder/AC Generator	8/26/17	3,428.25	0.00	0.00	3,428.25	0.00	3,428.25	0.00	S/L	5.00
691		Clark Model C25 Hi-Lo	10/10/17	24,904.71	0.00	0.00	13,697.59	207.54	13,905.13	10,999.58	S/L	10.00
694		(2) Arrowboards- #08-91 & #08-92	9/01/08	8,400.00	0.00	0.00	8,400.00	0.00	8,400.00	0.00	S/L	5.00
695		Miller Blue Star Welder Generator	12/23/17	3,372.43	0.00	0.00	3,372.43	0.00	3,372.43	0.00	S/L	5.00
697		Miller Blue Star Welder Generator	1/12/18	3,372.43	0.00	0.00	3,372.43	0.00	3,372.43	0.00	S/L	5.00
705		Miller Blue Star Welder Generator	2/22/18	3,597.47	0.00	0.00	3,597.47	0.00	3,597.47	0.00	S/L	5.00
706		Bobcat #06-44 Repairs	2/20/18	9,011.53	0.00	0.00	9,011.53	0.00	9,011.53	0.00	S/L	3.00
707		Barbwire Dispenser	3/13/18	7,819.19	0.00	0.00	7,819.19	0.00	7,819.19	0.00	S/L	5.00
715		Miller Blue Star 185 welder/generator	5/16/18	3,735.09	0.00	0.00	3,610.59	62.25	3,672.84	62.25	S/L	5.00
716		Miller Blue Star 185 welder/generator	5/16/18	3,735.09	0.00	0.00	3,610.59	62.25	3,672.84	62.25	S/L	5.00
717		Miller Blue Star 185 welder/generator	5/16/18	3,735.09	0.00	0.00	3,610.59	62.25	3,672.84	62.25	S/L	5.00
718		Bobcat #08-29 Repairs	5/18/18	5,352.58	0.00	0.00	5,352.58	0.00	5,352.58	0.00	S/L	3.00
719		Ver-Mac Arrow Board #17-84	6/01/18	4,611.00	0.00	0.00	4,457.30	76.85	4,534.15	76.85	S/L	5.00
730		Bobcat Track Loader #18-33	7/16/18	69,428.46	0.00	0.00	32,399.96	578.57	32,978.53	36,449.93	S/L	10.00
731		Bobcat Track Loader #18-38	7/16/18	69,428.46	0.00	0.00	32,399.96	578.57	32,978.53	36,449.93	S/L	10.00
732		Sullair Air Compressor	8/03/18	20,670.00	0.00	0.00	13,780.02	246.07	14,026.09	6,643.91	S/L	7.00
733		Genie scissors lift	9/24/18	56,490.58	0.00	0.00	36,315.36	672.51	36,987.87	19,502.71	S/L	7.00
736		Boss snow plow	10/22/18	5,308.48	0.00	0.00	4,689.17	88.47	4,777.64	530.84	S/L	5.00
756		Ellis Mitre Band Saw Model 1800	5/15/19	3,768.30	0.00	0.00	2,951.83	62.81	3,014.64	753.66	S/L	5.00
757		Rhino Multipro Gas Powered Drive	6/04/19	2,570.99	0.00	0.00	1,971.10	42.85	2,013.95	557.04	S/L	5.00
758		Rhino Multipro Gas Powered Drive	6/04/19	2,570.99	0.00	0.00	1,971.10	42.85	2,013.95	557.04	S/L	5.00
759		Miller Blue Star 185 Welder Generator	6/28/19	4,169.21	0.00	0.00	3,126.90	69.49	3,196.39	972.82	S/L	5.00
767		Rambo 300 Guiderail Post Driver	8/01/19	39,590.00	0.00	0.00	20,737.61	471.31	21,208.92	18,381.08	S/L	7.00
771		Gradall #00-53 various parts	9/01/19	12,433.08	0.00	0.00	8,910.38	207.22	9,117.60	3,315.48	S/L	5.00
772		(1) Fence hog with extension	9/01/19	9,142.50	0.00	0.00	4,680.09	108.84	4,788.93	4,353.57	S/L	7.00
779		Redline 50 Ton Hydraulic Shop Pre	9/24/19	4,439.91	0.00	0.00	2,219.95	52.85	2,272.80	2,167.11	S/L	7.00
781		Bobcat 225 Kohler Welder/Generator	10/04/19	4,376.30	0.00	0.00	3,063.42	72.93	3,136.35	1,239.95	S/L	5.00
785		Cement Mixer	12/02/19	3,125.94	0.00	0.00	2,083.97	52.10	2,136.07	989.87	S/L	5.00
793		Trailblazer 325 Kohler welder generator	3/11/20	6,536.63	0.00	0.00	4,030.93	108.95	4,139.88	2,396.75	S/L	5.00
794		Pipe Cutter- Collins EZ Model	3/31/20	6,754.15	0.00	0.00	2,894.64	80.41	2,975.05	3,779.10	S/L	7.00
798		Floor sweeper for shop	4/15/20	8,804.76	0.00	0.00	5,282.85	146.74	5,429.59	3,375.17	S/L	5.00
799		Rhino Multipro Post Driver	4/04/20	2,544.00	0.00	0.00	1,526.40	42.40	1,568.80	975.20	S/L	5.00
800		Rhino Multipro Post Driver	4/04/20	2,543.89	0.00	0.00	1,526.34	42.39	1,568.73	975.16	S/L	5.00
803		Edwards Pipe Notcher	5/01/20	13,891.30	0.00	0.00	5,788.04	165.37	5,953.41	7,937.89	S/L	7.00
807		Viper FY25 5k Cap Forklift	6/02/20	21,293.00	0.00	0.00	6,033.02	177.44	6,210.46	15,082.54	S/L	10.00
808		Blue Star Welder Generator	6/09/20	3,999.37	0.00	0.00	2,266.30	66.65	2,332.95	1,666.42	S/L	5.00
809		Gradall Forklift #99-74 Repairs	6/24/20	5,296.46	0.00	0.00	4,855.09	147.12	5,002.21	294.25	S/L	3.00
810		Bobcat Track Loader #20-039	6/25/20	70,649.00	0.00	0.00	19,428.47	588.75	20,017.22	50,631.78	S/L	10.00

Book Asset Detail 4/01/23 - 4/30/23

FYE: 12/31/2023 Mth: 4/30/2023

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Machinery & Equip- Indust (continued)												
811		Rhino Post Driver Multipro GPD-4:	6/29/20	3,240.36	0.00	0.00	1,782.20	54.00	1,836.20	1,404.16	S/L	5.00
812		Rhino Post Driver Multipro GPD-4:	6/29/20	3,240.36	0.00	0.00	1,782.20	54.00	1,836.20	1,404.16	S/L	5.00
813		Blue Star Welder Generator	6/30/20	4,792.36	0.00	0.00	2,635.80	79.87	2,715.67	2,076.69	S/L	5.00
814		Millermatic 255 welder w spoolmat	7/06/20	4,889.55	0.00	0.00	2,689.26	81.49	2,770.75	2,118.80	S/L	5.00
815		Millermatic 255 welder	7/06/20	3,618.62	0.00	0.00	1,990.23	60.31	2,050.54	1,568.08	S/L	5.00
816		Hydraulic Press 35 Ton	7/08/20	4,312.92	0.00	0.00	2,372.10	71.88	2,443.98	1,868.94	S/L	5.00
819		Air Compressor- #18-05	8/26/20	11,236.00	0.00	0.00	4,146.62	133.76	4,280.38	6,955.62	S/L	7.00
822		Cement Mixer 7 cu ft	9/24/20	2,741.00	0.00	0.00	978.92	32.63	1,011.55	1,729.45	S/L	7.00
825		Fence hog & 24" 4 ft extension	10/02/20	9,546.68	0.00	0.00	3,409.52	113.65	3,523.17	6,023.51	S/L	7.00
828		Bobcat 200 welding machine/air coi	10/15/20	14,066.05	0.00	0.00	7,033.02	234.44	7,267.46	6,798.59	S/L	5.00
831		Blue Star 185 Welder Generator	1/25/21	3,687.74	0.00	0.00	1,598.03	61.46	1,659.49	2,028.25	S/L	5.00
832		Blue Star 185 Welder Generator	1/25/21	3,687.74	0.00	0.00	1,598.03	61.46	1,659.49	2,028.25	S/L	5.00
835		Jet Mitre/Bandsaw	2/10/21	4,228.90	0.00	0.00	1,832.52	70.49	1,903.01	2,325.89	S/L	5.00
838		Ver-mac Arrowboard #21-19	3/26/21	4,346.00	0.00	0.00	1,738.40	72.43	1,810.83	2,535.17	S/L	5.00
839		Landa Power Washer	3/05/21	3,816.00	0.00	0.00	2,650.00	106.00	2,756.00	1,060.00	S/L	3.00
851		Bobcat welder generator	7/15/21	5,221.02	0.00	0.00	1,827.35	87.02	1,914.37	3,306.65	S/L	5.00
853		(4) Rhino Post Drivers	8/02/21	10,553.36	0.00	0.00	3,517.79	175.89	3,693.68	6,859.68	S/L	5.00
855		Rotair Air compressor (18-13) & Pc	9/14/21	15,533.70	0.00	0.00	3,513.57	184.93	3,698.50	11,835.20	S/L	7.00
859		Bobcat T740- #21-061	10/12/21	74,899.07	0.00	0.00	11,234.87	624.16	11,859.03	63,040.04	S/L	10.00
860		Bobcat T740- #21-062	10/12/21	74,899.07	0.00	0.00	11,234.87	624.16	11,859.03	63,040.04	S/L	10.00
861		Bobcat #08-83 Repairs	10/18/21	9,646.39	0.00	0.00	4,555.24	267.95	4,823.19	4,823.20	S/L	3.00
866		Gradall Forklift Engine- #00-53	11/17/21	12,884.83	0.00	0.00	3,435.96	214.75	3,650.71	9,234.12	S/L	5.00
867		Bobcat #07-86 Transmission	11/15/21	5,199.31	0.00	0.00	2,455.22	144.43	2,599.65	2,599.66	S/L	3.00
869		(2) Blue Star Welder/Generators	1/14/22	9,453.08	0.00	0.00	2,363.27	157.56	2,520.83	6,932.25	S/L	5.00
870		Bobcat #08-29 Tracks	1/17/22	4,944.13	0.00	0.00	1,922.72	137.34	2,060.06	2,884.07	S/L	3.00
876		Bobcat MT100- #22-51	2/01/22	37,883.36	0.00	0.00	6,313.90	450.99	6,764.89	31,118.47	S/L	7.00
877		Wanco Arrowboard- #22-86	3/17/22	5,602.10	0.00	0.00	1,120.43	93.36	1,213.79	4,388.31	S/L	5.00
878		Boring machine tool	3/11/22	5,291.00	0.00	0.00	818.85	62.98	881.83	4,409.17	S/L	7.00
881		BLUE STAR WELDER/GENERAT	4/12/22	5,012.74	0.00	0.00	1,002.55	83.54	1,086.09	3,926.65	S/L	5.00
882		BLUE STAR WELDER/GENERAT	4/12/22	5,012.74	0.00	0.00	1,002.55	83.54	1,086.09	3,926.65	S/L	5.00
885		(3) Lobo Post Puller	5/05/22	7,829.97	0.00	0.00	1,435.50	130.50	1,566.00	6,263.97	S/L	5.00
912		Tracks for Bobcat #17-066	8/31/22	3,205.72	0.00	0.00	623.33	89.05	712.38	2,493.34	S/L	3.00
915		Gas Power Driver Multipro	11/01/22	2,904.40	0.00	0.00	242.03	48.41	290.44	2,613.96	S/L	5.00
916		Miller Blue Star 185 Welder Gener	10/31/22	5,458.21	0.00	0.00	454.85	90.97	545.82	4,912.39	S/L	5.00
918		Mobile Mud Hog	11/09/22	10,630.90	0.00	0.00	885.90	177.19	1,063.09	9,567.81	S/L	5.00
919		Earth Drill	12/02/22	3,267.38	0.00	0.00	217.83	54.46	272.29	2,995.09	S/L	5.00
929		Miller Blue Star 185 Welder	1/25/23	5,474.11	0.00c	0.00	250.90	83.63	334.53	5,139.58	S/L	5.00
930		Lighted Arrow Board Vermac 22-0t	1/12/23	4,850.00	0.00c	0.00	173.22	57.73	230.95	4,619.05	S/L	7.00
935		Gas Power Driver Multipro-GPD 4:	1/23/23	2,904.40	0.00c	0.00	133.12	44.37	177.49	2,726.91	S/L	5.00
936		Gas Power Driver Multipro-GPD-4:	1/23/23	2,904.40	0.00c	0.00	133.12	44.37	177.49	2,726.91	S/L	5.00
937		BORE PIG Mini Earth Auger	1/31/23	3,488.46	0.00c	0.00	159.89	53.29	213.18	3,275.28	S/L	5.00
938		BORE PIG Mini Earth Auger	1/30/23	3,488.46	0.00c	0.00	159.89	53.29	213.18	3,275.28	S/L	5.00
942		Arrow Board	2/23/23	5,940.00	0.00c	0.00	180.00	90.00	270.00	5,670.00	S/L	5.00
943		Arrow Board	2/23/23	5,940.00	0.00c	0.00	180.00	90.00	270.00	5,670.00	S/L	5.00
952		Pushbox for Skid Steer Snow Pushe	1/01/23	5,324.17	0.00c	0.00	266.21	88.73	354.94	4,969.23	S/L	5.00
953		Bobcat 2023 MT100	2/16/23	42,123.62	0.00c	0.00	638.24	319.11	957.35	41,166.27	S/L	10.00
957		#00-53 Engine Repair	3/03/23	4,492.11	0.00c	0.00	124.78	124.78	249.56	4,242.55	S/L	3.00
958		Miller Blue Star 185 Welder	3/23/23	5,799.21	0.00c	0.00	86.99	86.99	173.98	5,625.23	S/L	5.00
964		Generator/Welder	4/17/23	2,951.64	0.00c	0.00	0.00	31.23	31.23	2,920.41	S/L	7.00

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Machinery & Equip- Indust (continued)												
965		Generaot/Welder	4/17/23	2,951.64	0.00c	0.00	0.00	31.23	31.23	2,920.41	S/L	7.00
966		Post Driver Drill Attachment	4/10/23	15,072.19	0.00c	0.00	0.00	179.43	179.43	14,892.76	S/L	7.00
Machinery & Equip- Indust				<u>2,489,502.30</u>	<u>0.00c</u>	<u>0.00</u>	<u>1,790,153.13</u>	<u>13,270.10</u>	<u>1,803,423.23</u>	<u>686,079.07</u>		
Group: Machinery & Equip- Macon												
744		Mitre bandsaw- Macon, GA	12/06/18	3,739.65	0.00	0.00	3,241.03	62.33	3,303.36	436.29	S/L	5.00
749		Pressure washer- Macon, GA yard	3/14/19	5,457.00	0.00	0.00	5,457.00	0.00	5,457.00	0.00	S/L	3.00
847		ACS Air compressor	5/10/21	3,831.20	0.00	0.00	1,468.63	63.85	1,532.48	2,298.72	S/L	5.00
850		Millermatic 252 MIG welder	6/09/21	3,340.08	0.00	0.00	1,224.70	55.67	1,280.37	2,059.71	S/L	5.00
910		Arrow Board Trailer 22-48	10/28/22	6,278.76	0.00	0.00	523.23	104.64	627.87	5,650.89	S/L	5.00
911		Arrow Board Trailer 22-68	10/28/22	6,278.76	0.00	0.00	523.23	104.64	627.87	5,650.89	S/L	5.00
Machinery & Equip- Macon				<u>28,925.45</u>	<u>0.00c</u>	<u>0.00</u>	<u>12,437.82</u>	<u>391.13</u>	<u>12,828.95</u>	<u>16,096.50</u>		
Group: Office equipment												
446		Foundation software- Add 5 users to	6/30/08	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00	S/L	3.00
519		See #446. Foundation software	10/01/10	300.00	0.00	0.00	300.00	0.00	300.00	0.00	S/L	3.00
538		Kyocera Copystar KM 5050 Copier	1/14/11	4,022.70	0.00	0.00	4,022.70	0.00	4,022.70	0.00	S/L	3.00
541		New telephone system	3/29/11	14,784.88	0.00	0.00	14,784.88	0.00	14,784.88	0.00	S/L	5.00
659		Epson T-5270 Engineering Printer	3/10/17	3,371.70	0.00	0.00	3,371.70	0.00	3,371.70	0.00	S/L	3.00
667		Kitchen appliances, TV's & sofa/chairs	7/01/17	10,256.71	0.00	0.00	5,897.61	85.47	5,983.08	4,273.63	S/L	10.00
668		Office furniture, desks & chairs	7/01/17	39,173.36	0.00	0.00	22,524.71	326.44	22,851.15	16,322.21	S/L	10.00
669		Pool table	7/01/17	1,907.99	0.00	0.00	1,097.10	15.90	1,113.00	794.99	S/L	10.00
670		New computer server, firewall & backup	7/01/17	78,139.67	0.00	0.00	78,139.67	0.00	78,139.67	0.00	S/L	5.00
Office equipment				<u>156,957.01</u>	<u>0.00c</u>	<u>0.00</u>	<u>135,138.37</u>	<u>427.81</u>	<u>135,566.18</u>	<u>21,390.83</u>		
Group: Vehicles- Administrative												
862	d	2019 GMC Denali- Bob DeMil	10/19/21	47,454.45	0.00	0.00	12,654.51	0.00	12,654.51	34,799.94	S/L	5.00
Vehicles- Administrative				47,454.45	0.00c	0.00	12,654.51	0.00	12,654.51	34,799.94		
*Less: Dispositions and Transfers				47,454.45	0.00	0.00	12,654.51	0.00	12,654.51	34,799.94		
Net Vehicles- Administrative				<u>0.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		
Group: Vehicles- Cost of Sales												
267		1999 Freightliner Stake- #99-96	3/27/01	33,000.00	0.00	0.00	33,000.00	0.00	33,000.00	0.00	S/L	5.00
285		2002 Fontaine Trailer- #02-93	8/21/01	18,199.00	0.00	0.00	18,199.00	0.00	18,199.00	0.00	S/L	5.00
337		2005 Haulin Trailer-#05-12	10/04/04	1,921.80	0.00	0.00	1,921.80	0.00	1,921.80	0.00	S/L	5.00
354	d	Truck #104- -Rebuilt engine	7/15/05	10,100.43	0.00	0.00	10,100.43	0.00	10,100.43	0.00	S/L	5.00
371		2004 Peterbuilt- #04-93	7/07/06	132,515.00	0.00	0.00	132,515.00	0.00	132,515.00	0.00	S/L	5.00
375		2006 Mack Dump- #46	10/13/06	100,080.00	0.00	0.00	100,080.00	0.00	100,080.00	0.00	S/L	5.00
377		1995 Ford L8000- #07-95	11/14/06	55,000.00	0.00	0.00	55,000.00	0.00	55,000.00	0.00	S/L	5.00
378		2001 Intl Pounder Truck- #01-34	11/22/06	36,500.00	0.00	0.00	36,500.00	0.00	36,500.00	0.00	S/L	5.00
405	d	Truck #104 Repairs	1/17/07	8,745.39	0.00	0.00	8,745.39	0.00	8,745.39	0.00	S/L	5.00
426		Freightliner Semi- #05-65	10/03/07	48,245.00	0.00	0.00	48,245.00	0.00	48,245.00	0.00	S/L	5.00

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles- Cost of Sales (continued)												
427		2005 Freightliner Semi- #05-66	10/03/07	48,245.00	0.00	0.00	48,245.00	0.00	48,245.00	0.00	S/L	5.00
434		2007 Kaufman Trailer- #07-12	11/19/07	6,985.00	0.00	0.00	6,985.00	0.00	6,985.00	0.00	S/L	5.00
435		2007 Kaufman Semi Trailer- #08-9t	11/19/07	22,709.34	0.00	0.00	22,709.34	0.00	22,709.34	0.00	S/L	5.00
498		2003 Appalachian Trailer- #03-95	4/01/09	3,205.00	0.00	0.00	3,205.00	0.00	3,205.00	0.00	S/L	5.00
534		2007 Chev Silverado- #07-73	12/01/10	4,308.69	0.00	0.00	4,308.69	0.00	4,308.69	0.00	S/L	3.00
544		2011 Chev 1500 PU- Red #11-20	8/29/11	31,909.00	0.00	0.00	31,909.00	0.00	31,909.00	0.00	S/L	5.00
547		2011 Witzco Challenger Trailer #11	10/12/11	44,220.00	0.00	0.00	44,220.00	0.00	44,220.00	0.00	S/L	10.00
558	d	2012 Ford F-250 PU- #12-57	6/13/12	48,512.30	0.00	0.00	48,512.30	0.00	48,512.30	0.00	S/L	7.00
573		2012 Ford F-550- #12-12	10/17/12	51,558.28	0.00	0.00	51,558.28	0.00	51,558.28	0.00	S/L	7.00
574		2012 Ford F-550, #12-14 w mounte	10/25/12	77,954.68	0.00	0.00	77,954.68	0.00	77,954.68	0.00	S/L	7.00
576		Truck #12-12 White service body	10/30/12	8,798.00	0.00	0.00	8,798.00	0.00	8,798.00	0.00	S/L	7.00
578		2012 Ford F-150 PU, #12-11	2/21/13	35,099.20	0.00	0.00	35,099.20	0.00	35,099.20	0.00	S/L	7.00
579		2012 Ford F-150 PU, #12-46	2/27/13	35,099.30	0.00	0.00	35,099.30	0.00	35,099.30	0.00	S/L	7.00
583		2012 Ford F-250 #12-31	5/28/13	39,231.84	0.00	0.00	39,231.84	0.00	39,231.84	0.00	S/L	7.00
584		2012 Ford F-250 #12-62	5/28/13	38,797.24	0.00	0.00	38,797.24	0.00	38,797.24	0.00	S/L	7.00
603		Truck #12-14 Transmission, etc.	4/10/14	9,744.68	0.00	0.00	9,744.68	0.00	9,744.68	0.00	S/L	7.00
604		2011 Wally Mo Utility Trailer #11-	7/31/14	2,374.18	0.00	0.00	2,374.18	0.00	2,374.18	0.00	S/L	7.00
605	d	Truck #104 Engine kit	10/13/14	7,384.10	0.00	0.00	7,384.10	0.00	7,384.10	0.00	S/L	3.00
606		1995 Ford F800- #95-50	11/10/14	37,753.40	0.00	0.00	37,753.40	0.00	37,753.40	0.00	S/L	5.00
610		2015 Ford F-350- #15-87	1/05/15	36,843.34	0.00	0.00	36,843.34	0.00	36,843.34	0.00	S/L	7.00
614		2000 Ford F750- #261	4/14/00	34,900.90	0.00	0.00	34,900.90	0.00	34,900.90	0.00	S/L	5.00
615	d	Truck #12-57 Engine repairs	3/02/15	4,426.34	0.00	0.00	4,426.34	0.00	4,426.34	0.00	S/L	5.00
618		1991 Chevrolet Digger #91-45	3/19/15	50,350.00	0.00	0.00	50,350.00	0.00	50,350.00	0.00	S/L	5.00
645		2016 Load Trail Trailer- #16-46	9/13/16	9,117.94	0.00	0.00	6,002.62	75.98	6,078.60	3,039.34	S/L	10.00
647	d	Truck #12-57 repairs	9/22/16	4,299.93	0.00	0.00	4,299.93	0.00	4,299.93	0.00	S/L	3.00
648		Truck #99-96 repairs	9/16/16	3,990.00	0.00	0.00	3,990.00	0.00	3,990.00	0.00	S/L	5.00
649		Truck #07-73 Engine repairs	11/14/16	4,826.18	0.00	0.00	4,826.18	0.00	4,826.18	0.00	S/L	3.00
650		Truck #12-12 Turbocharger repairs	11/23/16	4,572.40	0.00	0.00	4,572.40	0.00	4,572.40	0.00	S/L	3.00
651		Truck #7-95 repairs	12/14/16	20,876.28	0.00	0.00	18,888.08	248.53	19,136.61	1,739.67	S/L	7.00
656		2017 Kenworth Stake- #17-03	2/09/17	92,692.00	0.00	0.00	81,657.22	1,103.47	82,760.69	9,931.31	S/L	7.00
657		Truck # 04-93 Repair	2/28/17	10,002.50	0.00	0.00	10,002.50	0.00	10,002.50	0.00	S/L	5.00
661		Truck #95-50 Repairs	4/10/17	3,800.85	0.00	0.00	3,800.85	0.00	3,800.85	0.00	S/L	3.00
662		2017 Load Trailer- #17-00	5/26/17	17,173.94	0.00	0.00	10,018.11	143.11	10,161.22	7,012.72	S/L	10.00
663		Truck #05-65 Repairs	5/05/17	8,048.08	0.00	0.00	8,048.08	0.00	8,048.08	0.00	S/L	3.00
666		Truck #01-34 repairs	6/27/17	8,254.66	0.00	0.00	8,254.66	0.00	8,254.66	0.00	S/L	3.00
674		Truck #261- New bed	7/01/17	5,209.90	0.00	0.00	5,209.90	0.00	5,209.90	0.00	S/L	3.00
675		2017 Load Trail trailer #17-91	7/07/17	5,513.94	0.00	0.00	4,529.33	65.64	4,594.97	918.97	S/L	7.00
676		2017 Load Trail trailer #17-92	7/07/17	5,513.94	0.00	0.00	4,529.33	65.64	4,594.97	918.97	S/L	7.00
677		2017 American Trailer- #17-82	7/07/17	1,245.50	0.00	0.00	1,245.50	0.00	1,245.50	0.00	S/L	5.00
678		2018 Kenworth #18-87	7/27/17	95,951.00	0.00	0.00	77,674.64	1,142.28	78,816.92	17,134.08	S/L	7.00
679	d	Truck #12-57 repairs	7/06/17	4,895.70	0.00	0.00	4,895.70	0.00	4,895.70	0.00	S/L	3.00
684		2017 Dodge Ram 5500- #17-31	8/11/17	64,668.84	0.00	0.00	52,350.99	769.87	53,120.86	11,547.98	S/L	7.00
685		2017 Dodge Ram 5500- #17-30	8/11/17	64,668.84	0.00	0.00	52,350.99	769.87	53,120.86	11,547.98	S/L	7.00
687	d	Truck #12-57 Repairs	8/29/17	3,480.19	0.00	0.00	3,480.19	0.00	3,480.19	0.00	S/L	3.00
688		2018 Load Trail Trailer- #18-49	9/21/17	17,173.94	0.00	0.00	13,493.81	204.45	13,698.26	3,475.68	S/L	7.00
696		Truck #46 Repairs	12/07/17	7,720.03	0.00	0.00	7,720.03	0.00	7,720.03	0.00	S/L	3.00
699		2018 Kenworth Truck #18-95	1/25/18	95,451.00	0.00	0.00	70,451.95	1,136.32	71,588.27	23,862.73	S/L	7.00
700		Truck #18-95 Boss mounted air con	1/16/18	12,812.22	0.00	0.00	9,456.65	152.53	9,609.18	3,203.04	S/L	7.00
701		2018 Load Trail Trailer #18-89	2/15/18	17,173.94	0.00	0.00	12,676.01	204.45	12,880.46	4,293.48	S/L	7.00

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles- Cost of Sales (continued)												
702		2018 Trail Load Trailer #18-92	2/15/18	17,173.94	0.00	0.00	12,676.01	204.45	12,880.46	4,293.48	S/L	7.00
703		2018 Dodge Ram 5500- #18-65	3/06/18	53,059.84	0.00	0.00	38,531.57	631.66	39,163.23	13,896.61	S/L	7.00
704		2019 Kenworth Truck #19-97	3/12/18	95,917.40	0.00	0.00	69,654.32	1,141.88	70,796.20	25,121.20	S/L	7.00
708		Truck #95-50 Repairs	3/26/18	4,171.86	0.00	0.00	4,171.86	0.00	4,171.86	0.00	S/L	3.00
709		Truck #46 Repairs	3/01/18	2,291.29	0.00	0.00	2,291.29	0.00	2,291.29	0.00	S/L	3.00
710		Truck #12-62 Repairs	3/08/18	4,576.06	0.00	0.00	4,576.06	0.00	4,576.06	0.00	S/L	3.00
711		Truck #04-93 Repairs	3/26/18	6,227.19	0.00	0.00	6,227.19	0.00	6,227.19	0.00	S/L	3.00
712		Truck #95-50 Repairs	4/04/18	4,518.42	0.00	0.00	4,518.42	0.00	4,518.42	0.00	S/L	3.00
713		Truck #18-65 Hitch, Tool Box, Plat	4/24/18	11,086.13	0.00	0.00	7,786.67	131.98	7,918.65	3,167.48	S/L	7.00
714		Truck #95-50 transmission	5/10/18	3,372.67	0.00	0.00	3,372.67	0.00	3,372.67	0.00	S/L	3.00
720		2018 Load Trail Trailer #18-10	6/01/18	5,778.94	0.00	0.00	3,990.21	68.80	4,059.01	1,719.93	S/L	7.00
721		2018 Dodge Ram #18-91	6/12/18	56,655.77	0.00	0.00	39,119.45	674.47	39,793.92	16,861.85	S/L	7.00
722		2018 Load Trail Trailer- #18-09	6/19/18	12,032.94	0.00	0.00	8,165.21	143.25	8,308.46	3,724.48	S/L	7.00
723		2018 Load Trail Trailer- #18-63	6/19/18	18,498.94	0.00	0.00	12,552.87	220.22	12,773.09	5,725.85	S/L	7.00
724		Truck # 07-73 Transmission	6/26/18	4,009.89	0.00	0.00	4,009.89	0.00	4,009.89	0.00	S/L	3.00
725		Truck #12-62 Repairs	6/22/18	4,209.17	0.00	0.00	4,209.17	0.00	4,209.17	0.00	S/L	3.00
726		2019 Kenworth- #19-45	7/17/18	95,917.40	0.00	0.00	63,944.95	1,141.88	65,086.83	30,830.57	S/L	7.00
727		Truck #18-91 Platform bed	7/24/18	9,411.74	0.00	0.00	6,274.47	112.05	6,386.52	3,025.22	S/L	7.00
728		2010 Wabash Trailer- #10-94	7/27/18	16,536.00	0.00	0.00	15,433.60	275.60	15,709.20	826.80	S/L	5.00
729	d	Truck #104 Repairs	7/31/18	12,149.95	0.00	0.00	12,149.95	0.00	12,149.95	0.00	S/L	3.00
734		2019 Dodge Ram- #18-47	9/27/18	52,396.92	0.00	0.00	33,683.72	623.77	34,307.49	18,089.43	S/L	7.00
735	d	Truck #12-57 Repairs	9/14/18	4,388.86	0.00	0.00	4,388.86	0.00	4,388.86	0.00	S/L	3.00
737		2019 Load Trail Trailer- #19-39	10/17/18	5,565.88	0.00	0.00	3,511.82	66.26	3,578.08	1,987.80	S/L	7.00
740		Truck #18-59- Bumper, wench & si	10/19/18	3,964.40	0.00	0.00	2,501.34	47.19	2,548.53	1,415.87	S/L	7.00
742		Truck #18-47- Aluminum body	11/16/18	12,317.20	0.00	0.00	7,624.93	146.63	7,771.56	4,545.64	S/L	7.00
743	d	Truck #104- Hydraulic valve assem	11/29/18	5,265.45	0.00	0.00	5,265.45	0.00	5,265.45	0.00	S/L	3.00
745		2020 Kenworth - #20-52	1/25/19	131,368.00	0.00	0.00	78,195.24	1,563.91	79,759.15	51,608.85	S/L	7.00
747		Truck #7-95 Repairs	2/21/19	17,071.36	0.00	0.00	17,071.36	0.00	17,071.36	0.00	S/L	3.00
750		Truck #20-50- Additions	3/12/19	4,376.74	0.00	0.00	3,574.35	72.94	3,647.29	729.45	S/L	5.00
751		2020 Kenworth- #20-50	3/26/19	86,190.88	0.00	0.00	49,251.93	1,026.08	50,278.01	35,912.87	S/L	7.00
752		Truck #04-93 Repairs	4/19/19	14,783.21	0.00	0.00	14,783.21	0.00	14,783.21	0.00	S/L	3.00
753		Truck #04-93 Repairs	4/22/19	4,648.91	0.00	0.00	4,648.91	0.00	4,648.91	0.00	S/L	3.00
754		2020 Kenworth- #20-49	4/30/19	98,709.00	0.00	0.00	55,230.05	1,175.11	56,405.16	42,303.84	S/L	7.00
760		2019 Load Trail Trailer- #19-13	6/11/19	17,597.94	0.00	0.00	9,636.97	209.50	9,846.47	7,751.47	S/L	7.00
761		2019 Load Trail Trailer- #19-25	6/11/19	17,597.94	0.00	0.00	9,636.97	209.50	9,846.47	7,751.47	S/L	7.00
762		2020 Kenworth T370- #20-47	6/13/19	85,590.00	0.00	0.00	46,870.71	1,018.92	47,889.63	37,700.37	S/L	7.00
763		Rock Drill & Vacuum/water- #20-5	6/17/19	168,327.00	0.00	0.00	63,122.63	1,402.72	64,525.35	103,801.65	S/L	10.00
764		2019 Sure-Trac Trailer- #19-19	6/20/19	5,015.57	0.00	0.00	2,686.91	59.71	2,746.62	2,268.95	S/L	7.00
765		2005 Intl Dump Truck #05-02	7/01/19	19,625.00	0.00	0.00	19,625.00	0.00	19,625.00	0.00	S/L	3.00
768		2020 Kenworth T370- #20-09	8/20/19	85,590.00	0.00	0.00	43,813.92	1,018.92	44,832.84	40,757.16	S/L	7.00
769		2020 Currahee Trailer- #20-77	8/26/19	2,669.65	0.00	0.00	1,366.61	31.79	1,398.40	1,271.25	S/L	7.00
770		Trailer #18-49- Air brake axle	9/01/19	4,473.86	0.00	0.00	3,206.26	74.57	3,280.83	1,193.03	S/L	5.00
776		Truck #20-47 Pounder repairs	9/01/19	65,889.98	0.00	0.00	23,610.58	549.08	24,159.66	41,730.32	S/L	10.00
777		2020 Big Tex Trailer- #20-23	9/20/19	5,806.50	0.00	0.00	2,903.26	69.12	2,972.38	2,834.12	S/L	7.00
778		2020 Big Tex Trailer- #20-69	9/20/19	11,318.50	0.00	0.00	5,659.25	134.75	5,794.00	5,524.50	S/L	7.00
780		Truck #20-09 Post Driver repairs	10/07/19	122,236.04	0.00	0.00	42,782.60	1,018.63	43,801.23	78,434.81	S/L	10.00
786		Truck #12-62 Repairs	12/01/19	4,450.58	0.00	0.00	4,450.58	0.00	4,450.58	0.00	S/L	3.00
787		2020 Load Trail Trailer- #19-77	12/02/19	6,203.94	0.00	0.00	2,954.27	73.86	3,028.13	3,175.81	S/L	7.00
788		2020 Big Tex Pentile Hook- #20-91	12/12/19	10,741.93	0.00	0.00	5,115.20	127.88	5,243.08	5,498.85	S/L	7.00

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles- Cost of Sales (continued)												
789		2019 Dodge Ram 3500- #19-53	12/16/19	45,525.04	0.00	0.00	21,136.63	541.97	21,678.60	23,846.44	S/L	7.00
790		2019 Dodge Ram 2500- #19-71	12/16/19	52,623.86	0.00	0.00	24,432.49	626.48	25,058.97	27,564.89	S/L	7.00
791		2019 Ram 4500 Cube Van #19-24	1/03/20	54,314.56	0.00	0.00	25,217.47	646.60	25,864.07	28,450.49	S/L	7.00
792		Truck #20-52 Use Tax	2/29/20	5,424.81	0.00	0.00	1,672.65	45.21	1,717.86	3,706.95	S/L	10.00
795		2020 Ram 2500- #20-72	3/16/20	50,519.76	0.00	0.00	21,651.33	601.42	22,252.75	28,267.01	S/L	7.00
796		2020 Ram- #20-27	3/16/20	65,707.44	0.00	0.00	28,160.34	782.23	28,942.57	36,764.87	S/L	7.00
797		Rock Drill #20-52 Repairs	3/19/20	7,149.24	0.00	0.00	2,144.76	59.58	2,204.34	4,944.90	S/L	10.00
801		2020 Big Tex Dump Trailer	4/01/20	8,009.74	0.00	0.00	3,432.75	95.36	3,528.11	4,481.63	S/L	7.00
802		2020 Big Tex Trailer #20-34	4/01/20	10,636.00	0.00	0.00	4,558.29	126.62	4,684.91	5,951.09	S/L	7.00
804		2020 Big Tex Trailer- #20-61	5/19/20	12,391.64	0.00	0.00	5,015.66	147.52	5,163.18	7,228.46	S/L	7.00
805		Truck #12-14 Transmission Repairs	5/08/20	4,767.00	0.00	0.00	4,634.58	132.42	4,767.00	0.00	S/L	3.00
817		2021 Kenworth T370- #21-06	7/15/20	86,391.00	0.00	0.00	33,939.32	1,028.47	34,967.79	51,423.21	S/L	7.00
818		2019 Ram 3500- #19-70	8/07/20	35,354.34	0.00	0.00	13,468.32	420.88	13,889.20	21,465.14	S/L	7.00
820		2021 Kenworth T370- #21-08	8/24/20	86,391.00	0.00	0.00	31,882.39	1,028.47	32,910.86	53,480.14	S/L	7.00
821	d	Truck #12-57 Engine Repairs	8/11/20	5,693.19	0.00	0.00	4,744.32	0.00	4,744.32	948.87	S/L	3.00
823		2019 Ram 5500- #19-30	9/11/20	58,819.56	0.00	0.00	21,707.21	700.23	22,407.44	36,412.12	S/L	7.00
824		Truck #19-30 Rugby Platform Bed	9/11/20	6,971.09	0.00	0.00	2,572.67	82.99	2,655.66	4,315.43	S/L	7.00
826		2021 Kenworth T370 #21-05	10/06/20	100,060.50	0.00	0.00	35,735.90	1,191.20	36,927.10	63,133.40	S/L	7.00
827		2020 Ram Truck- #20-41	10/27/20	67,756.42	0.00	0.00	23,392.10	806.63	24,198.73	43,557.69	S/L	7.00
829		Truck #21-06 Post driver	10/13/20	114,237.04	0.00	0.00	40,798.94	1,359.97	42,158.91	72,078.13	S/L	7.00
830		2021 Kenworth T370- #21-07	11/10/20	100,060.50	0.00	0.00	34,544.70	1,191.20	35,735.90	64,324.60	S/L	7.00
833		Truck #21-33 Rugby Platform Bed	1/01/21	6,806.07	0.00	0.00	2,187.67	81.03	2,268.70	4,537.37	S/L	7.00
834		Truck #20-78 Rugby Platform Bed	1/01/21	6,806.07	0.00	0.00	2,187.67	81.03	2,268.70	4,537.37	S/L	7.00
836		2019 Ram 5500- #19-92	2/10/21	54,475.68	0.00	0.00	16,861.52	648.52	17,510.04	36,965.64	S/L	7.00
837		2020 Ram 5500- #20-78	2/10/21	57,442.62	0.00	0.00	17,779.86	683.84	18,463.70	38,978.92	S/L	7.00
840		2021 Big Tex Trailer #21-37	3/03/21	8,959.99	0.00	0.00	2,666.67	106.67	2,773.34	6,186.65	S/L	7.00
841		Trailer #21-37- Sales tax	4/01/21	526.80	0.00	0.00	150.52	6.27	156.79	370.01	S/L	7.00
842		2021 Ram PU- #21-00	4/29/21	49,783.72	0.00	0.00	13,631.26	592.66	14,223.92	35,559.80	S/L	7.00
843		2021 Ram PU- #21-01	4/29/21	49,783.72	0.00	0.00	13,631.26	592.66	14,223.92	35,559.80	S/L	7.00
844		Truck #18-91 Repairs	4/08/21	5,654.73	0.00	0.00	3,769.82	157.07	3,926.89	1,727.84	S/L	3.00
845		2002 GMC C7500 Atten- #02-31	5/04/21	67,683.00	0.00	0.00	18,532.25	805.75	19,338.00	48,345.00	S/L	7.00
846		2003 GMC C8500 Atten- #03-35	5/04/21	68,743.00	0.00	0.00	18,822.49	818.37	19,640.86	49,102.14	S/L	7.00
848		2021 Ram 5500- #21-32	5/26/21	58,852.42	0.00	0.00	15,413.73	700.63	16,114.36	42,738.06	S/L	7.00
849		2021 Ram 5500- #21-33	5/26/21	58,852.42	0.00	0.00	15,413.73	700.63	16,114.36	42,738.06	S/L	7.00
852		2021 Ram 3500- #21-10	7/29/21	51,980.14	0.00	0.00	12,376.22	618.81	12,995.03	38,985.11	S/L	7.00
854		2021 Kaufman Trailer- #21-46	9/06/21	13,037.58	0.00	0.00	2,948.98	155.21	3,104.19	9,933.39	S/L	7.00
856		Truck #21-08 Repairs	9/07/21	15,793.43	0.00	0.00	3,572.32	188.02	3,760.34	12,033.09	S/L	7.00
857		Truck #19-92 Bed	9/14/21	5,738.91	0.00	0.00	1,298.08	68.32	1,366.40	4,372.51	S/L	7.00
858		Trailer #19-25 Brakes	9/06/21	5,940.67	0.00	0.00	3,135.35	165.01	3,300.36	2,640.31	S/L	3.00
863		2021 Kaufman Trailer- #21-97	10/30/21	13,909.80	0.00	0.00	2,815.08	165.59	2,980.67	10,929.13	S/L	7.00
864		Truck #05-66- Engine repairs	10/15/21	11,969.69	0.00	0.00	5,984.85	332.49	6,317.34	5,652.35	S/L	3.00
865		2021 Kaufman Trailer- #21-97 sales	11/04/21	834.59	0.00	0.00	168.91	9.93	178.84	655.75	S/L	7.00
868		2021 Carry-On Trailer #21-34	12/20/21	1,907.99	0.00	0.00	477.00	31.80	508.80	1,399.19	S/L	5.00
871		Truck #21-08- Pony motor repairs	2/03/22	5,479.10	0.00	0.00	2,130.76	152.20	2,282.96	3,196.14	S/L	3.00
872		2022 Ram 5500- #22-59	2/07/22	61,907.34	0.00	0.00	10,317.89	736.99	11,054.88	50,852.46	S/L	7.00
873		2022 Ram 5500- Truck #22-60	2/07/22	61,907.34	0.00	0.00	10,317.89	736.99	11,054.88	50,852.46	S/L	7.00
874		Truck #17-03- Engine repairs	2/01/22	8,158.30	0.00	0.00	3,172.67	226.62	3,399.29	4,759.01	S/L	3.00
875		Truck #20-72- Engine repairs	2/24/22	6,230.51	0.00	0.00	2,249.91	173.07	2,422.98	3,807.53	S/L	3.00
879		2022 Transcraft Trailer- #22-13	3/16/22	46,179.56	0.00	0.00	6,597.08	549.76	7,146.84	39,032.72	S/L	7.00

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles- Cost of Sales (continued)												
880		2022 Transcraft Trailer- #22-12	3/16/22	57,505.46	0.00	0.00	8,215.07	684.59	8,899.66	48,605.80	S/L	7.00
883		2022 RAM PU # 22-53	4/13/22	57,650.00	0.00	0.00	8,235.72	686.31	8,922.03	48,727.97	S/L	7.00
884		TRAILER #18-92 REPAIRS	4/08/22	6,705.98	0.00	0.00	2,235.33	186.28	2,421.61	4,284.37	S/L	3.00
886		2022 Ram 3500 #22-27	6/06/22	60,192.24	0.00	0.00	7,165.74	716.58	7,882.32	52,309.92	S/L	7.00
887		2023 Kenworth Stake #23-62	6/01/22	99,327.00	0.00	0.00	11,824.64	1,182.47	13,007.11	86,319.89	S/L	7.00
888		Truck #23-62 Additions	6/01/22	12,728.48	0.00	0.00	2,121.42	212.14	2,333.56	10,394.92	S/L	5.00
889		Truck TBD Additions	6/01/22	12,728.48	0.00	0.00	2,121.42	212.14	2,333.56	10,394.92	S/L	5.00
890		Truck TBD Additions	6/01/22	12,728.48	0.00	0.00	2,121.42	212.14	2,333.56	10,394.92	S/L	5.00
891		2023 KENTWORTH #23-65	7/21/22	99,327.00	0.00	0.00	9,459.71	1,182.47	10,642.18	88,684.82	S/L	7.00
892		2021 Ram Truck #21-99	7/28/22	47,600.00	0.00	0.00	4,533.33	566.67	5,100.00	42,500.00	S/L	7.00
893		Truck # 18-91 Repairs	6/10/22	17,414.08	0.00	0.00	4,837.24	483.73	5,320.97	12,093.11	S/L	3.00
894		Truck # 21-08 Repairs	5/19/22	4,574.75	0.00	0.00	1,270.76	127.08	1,397.84	3,176.91	S/L	3.00
895		Truck # 18-95 Repairs	6/15/22	3,494.10	0.00	0.00	970.59	97.05	1,067.64	2,426.46	S/L	3.00
896		Truck # 19-53 Repairs	7/29/22	4,147.28	0.00	0.00	921.62	115.20	1,036.82	3,110.46	S/L	3.00
897		Truck # 18-47 Repairs	7/25/22	3,861.37	0.00	0.00	858.08	107.26	965.34	2,896.03	S/L	3.00
898		Truck #17-30 Repairs	7/29/22	4,585.39	0.00	0.00	1,018.98	127.37	1,146.35	3,439.04	S/L	3.00
899		Truck 21-06 Repairs	8/12/22	3,546.00	0.00	0.00	788.00	98.50	886.50	2,659.50	S/L	3.00
900		Truck #22-60 Repairs	8/15/22	3,366.56	0.00	0.00	748.13	93.51	841.64	2,524.92	S/L	3.00
901		Truck # 7-95 Repairs	8/19/22	2,832.28	0.00	0.00	550.72	78.68	629.40	2,202.88	S/L	3.00
902		Truck #18-87 Repairs	8/11/22	4,248.64	0.00	0.00	944.14	118.02	1,062.16	3,186.48	S/L	3.00
903		Truck # 18-87 Repairs	8/24/22	4,410.98	0.00	0.00	857.69	122.53	980.22	3,430.76	S/L	3.00
905		Truck # 18-91 Repairs	9/22/22	3,067.99	0.00	0.00	511.34	85.22	596.56	2,471.43	S/L	3.00
906		Truck # 19-24 Repair	9/23/22	2,787.80	0.00	0.00	464.64	77.44	542.08	2,245.72	S/L	3.00
907		Truck # 91-45 Repair	9/22/22	4,729.00	0.00	0.00	788.16	131.36	919.52	3,809.48	S/L	3.00
908		Truck # 23-65 Repair	9/12/22	54,350.00	0.00	0.00	10,568.06	1,509.72	12,077.78	42,272.22	S/L	3.00
909		Truck # 19-45 Repair	10/12/22	18,104.57	0.00	0.00	3,017.43	502.90	3,520.33	14,584.24	S/L	3.00
913 d		Truck # 104 Repairs	5/10/22	2,767.30	0.00	0.00	768.70	0.00	768.70	1,998.60	S/L	3.00
914		2023 Kenworth #23-64	9/19/22	99,327.00	0.00	0.00	7,094.78	1,182.47	8,277.25	91,049.75	S/L	7.00
917		Truck #18-65 - Stake Assembly	10/10/22	2,564.49	0.00	0.00	427.42	71.23	498.65	2,065.84	S/L	3.00
920		Ramp Kit for #22-13	3/30/22	9,277.25	0.00	0.00	1,855.45	154.62	2,010.07	7,267.18	S/L	5.00
921		Truck 20-72 transmission	10/31/22	7,271.88	0.00	0.00	1,009.98	202.00	1,211.98	6,059.90	S/L	3.00
922		Tires for Kenworth 21-05	11/14/22	3,250.18	0.00	0.00	451.42	90.28	541.70	2,708.48	S/L	3.00
923		Truck # 21-08 repairs	11/01/22	3,042.00	0.00	0.00	422.50	84.50	507.00	2,535.00	S/L	3.00
924		#20-09 Engine Repair	12/05/22	7,256.23	0.00	0.00	806.24	201.57	1,007.81	6,248.42	S/L	3.00
925		Truck # 7-95 Engine repair	12/27/22	5,250.25	0.00	0.00	437.52	145.84	583.36	4,666.89	S/L	3.00
927		Truck # 19-53 Engine Repair	12/16/22	9,540.05	0.00	0.00	477.00	159.00	636.00	8,904.05	S/L	5.00
928		2023 Kenworth #23-63	12/12/22	99,327.00	0.00	0.00	4,729.85	1,182.47	5,912.32	93,414.68	S/L	7.00
931		Truck #18-91 Transmission	1/18/23	7,776.00	0.00c	0.00	594.00	198.00	792.00	6,984.00	S/L	3.00
932		Truck # 22-56 Tool box, running bc	1/24/23	3,213.92	0.00c	0.00	105.22	35.07	140.29	3,073.63	S/L	7.00
933		Truck # 22-61 Tool Box, running bc	1/24/23	3,213.92	0.00c	0.00	105.22	35.07	140.29	3,073.63	S/L	7.00
934		Truck # 21-99 Wiring	1/31/23	4,132.36	0.00c	0.00	135.29	45.09	180.38	3,951.98	S/L	7.00
939		2022 Dodge Ram 3500 #22-56	1/12/23	58,542.44	0.00c	0.00	2,090.80	696.94	2,787.74	55,754.70	S/L	7.00
940		2022 Dodge Ram 3500 #22-61	1/12/23	58,542.44	0.00c	0.00	2,090.80	696.94	2,787.74	55,754.70	S/L	7.00
941		Truck # 18-95 Exhaust Repair	2/09/23	3,246.96	0.00c	0.00	180.39	90.19	270.58	2,976.38	S/L	3.00
944		Cotta Remote Kit on Chassis #21-01	2/20/23	6,500.00	0.00c	0.00	196.97	98.48	295.45	6,204.55	S/L	5.00
945		Trailer #17-91 Suspension	2/02/23	3,017.35	0.00c	0.00	100.58	50.29	150.87	2,866.48	S/L	5.00
946		Truck # 7-95 Repair	2/08/23	4,239.47	0.00c	0.00	141.32	70.65	211.97	4,027.50	S/L	5.00
947		Truck # 18-65 Repair Transfer Case	2/05/23	8,048.16	0.00c	0.00	447.12	223.56	670.68	7,377.48	S/L	3.00
948		Truck #21-08 Flat Deck	2/02/23	2,549.25	0.00c	0.00	60.70	30.34	91.04	2,458.21	S/L	7.00

Book Asset Detail 4/01/23 - 4/30/23

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Vehicles- Cost of Sales (continued)												
949		Tires for Truck # 20-47	2/15/23	2,671.63	0.00c	0.00	148.42	74.22	222.64	2,448.99	S/L	3.00
950		2023 Kaufman Trailer # 22-96	2/03/23	16,120.80	0.00c	0.00	537.36	268.68	806.04	15,314.76	S/L	5.00
951		2023 Kaufman Trailer # 22-97	2/03/23	16,120.80	0.00c	0.00	537.36	268.68	806.04	15,314.76	S/L	5.00
954		2023 Kaufman Trailer # 23-94	2/27/23	10,570.95	0.00c	0.00	228.81	114.40	343.21	10,227.74	S/L	7.00
955		2023 Kaufman Trailer #23-05	2/27/23	10,570.95	0.00c	0.00	228.81	114.40	343.21	10,227.74	S/L	7.00
956		Turck #17-03 Motor & Trans Repai	3/16/23	6,743.22	0.00c	0.00	168.58	168.58	337.16	6,406.06	S/L	3.00
959		Trailer #18-49 Brakes	4/21/23	2,633.63	0.00c	0.00	0.00	65.03	65.03	2,568.60	S/L	3.00
960		Truck #18-47 Suspension	4/13/23	4,773.12	0.00c	0.00	0.00	79.55	79.55	4,693.57	S/L	5.00
961		Truck #04-93 Suspension	4/26/23	2,578.09	0.00c	0.00	0.00	38.19	38.19	2,539.90	S/L	5.00
962		Trailer # 18-49 Brakes	4/25/23	3,033.02	0.00c	0.00	0.00	74.89	74.89	2,958.13	S/L	3.00
963		Truck #18-87 Repairs	4/06/23	4,314.74	0.00c	0.00	0.00	71.91	71.91	4,242.83	S/L	5.00
967		Truck 23-29 Toolbox, Hitch Plate, I	4/27/23	10,130.84	0.00c	0.00	0.00	107.20	107.20	10,023.64	S/L	7.00
968		2023 Ford F-550 #23-29	4/13/23	73,159.24	0.00c	0.00	0.00	870.94	870.94	72,288.30	S/L	7.00
Vehicles- Cost of Sales				6,191,106.71	0.00c	0.00	3,207,153.05	61,229.24	3,268,382.29	2,922,724.42		
*Less: Dispositions and Transfers				122,109.13	0.00	0.00	119,161.66	0.00	119,161.66	2,947.47		
Net Vehicles- Cost of Sales				<u>6,068,997.58</u>	<u>0.00c</u>	<u>0.00</u>	<u>3,087,991.39</u>	<u>61,229.24</u>	<u>3,149,220.63</u>	<u>2,919,776.95</u>		
Grand Total				9,057,937.67	0.00c	0.00	5,207,053.95	76,190.17	5,283,244.12	3,774,693.55		
Less: Dispositions and Transfers				169,563.58	0.00	0.00	131,816.17	0.00	131,816.17	37,747.41		
Net Grand Total				<u>8,888,374.09</u>	<u>0.00c</u>	<u>0.00</u>	<u>5,075,237.78</u>	<u>76,190.17</u>	<u>5,151,427.95</u>	<u>3,736,946.14</u>		

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

Has your firm in the past 10 years, or is it presently, under litigation for work of a similar scope to the work being requested herein? If so, please provide a list of current litigation.

No

PROJECT REFERENCES

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

1. Project Title: See Attached Project Experience / Reference Report

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

2. Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

RMD Holdings, Ltd. d/b/a Nationwide Construction Group															
Project Experience/ Reference Report															
Contract Year	Completion Date	Client	Project Title	Project Description	Contract Value	Contact Name	Phone								
2022	Jan-23	Avis Property Management	Ann Arbor Rd Storage Yards	Fence Repair for (2) Storage yards, chain link only	\$ 43,417	Justin Shaffer	248-636-4882								
2022	Jan-23	Kent Intermediate School District	Kent ISD/Oakleigh School	Oak Fencing	\$ 40,432	Kellen Barnett	616-365-2208								
2022	Jan-23	City of Sterling Heights	City of Sterling Heights	Retention Pond Fence work	\$ 112,981	Christine Jamison	586-446-2489								
2022	Jan-23	BJ's Wholesale Headquarters	BJ's Canton	Furnish and Install Vinyl Chain Link Fence	\$ 49,390	Mason Carisle	724-492-1083								
2023	Feb-23	Dick Huvaere	Huvaere West Property Fence	Furnish and Install Custom Built Azek Clad Fence; Horizontal Build	\$ 39,213	Steve Brouwer	734-426-9980								
2022	Feb-23	AFT	AFT Fence	Remove and dispose existing fence. Install Ornamental black fence; 25' wide alum slide gate and 4' wide walk gate	\$ 56,893	Devin Durkee	313-230-0800								
2022	Feb-23	City of Lansing	Lansing Ped Way	Ameristar decorative fence with 10' double swing gate. Fence post holes cored through existing concrete.	\$ 36,402	Kori Crippen	517-694-0117								
2021	Feb-23	Wayne/ Westland Community Schools	Wayne/Westland Schools	Athletic Fields Remodeling Project	\$ 95,280	Aaron Phillips	248-427-8400								
2022	Oct-22	Thermo Fisher	Thermo Fisher	Furnish and install Overhead slide gate with barbed wire; galvanized chain link fence	\$ 62,364	Jeff Quick	248-672-1157								
2022	Oct-22	FSI Admiral Cove Property LLC	Admirals Cove Pickleball Court Fence	Furnish and install vinyl coated chain link fence; mesh; walk gates	\$ 29,075	Ken Thompson	586-749-3027								
2022	Oct-22	JR Automation	Esys	Furnish and install black vinyl chain link fence; Aluminum Segmented Rail	\$ 28,152	Scott Kreutzer	248-334-9045								
2022	Oct-22	GHK Developments, Inc	Self Storage Facility-Shelby	Furnish and install black vinyl chain link fence; aluminum ornamental fence with 2 walk gates; vertical gate operators	\$ 171,724	Allan S. Hill	252-241-5958								
2022	Oct-22	City of Birmingham	Adams Park	Temporary fence and gate	\$ 69,337	Claire Heinonen	517-545-7122								
2022	Oct-22	Livonia Schools	Livonia Stevenson High School	Fencing for Athletic Fields Services including Tennis Court Reconstruction	\$ 139,177	Mike Sims	248-547-7757								
2022	Oct-22	Utica School District	Utica Community Schools Fencing Improvements	Fence replacement	\$ 229,733	Max Wiggins	586-752-5605								
2022	Oct-22	Marysville Public School	Marysville Viking Stadium	Fence replacement	\$ 119,113	Brent Moore	810-984-5596								

RMD Holdings, Ltd. d/b/a Nationwide Construction Group				Project Experience/ Reference Report			
Contract Year	Completion Date	Client	Project Title	Project Description	Contract Value	Contact Name	Phone
2022	Oct-22	Corunna Public Schools	Corunna Athletic Complex Childrens Village Campus	Fencing- Temp, Vinyl, Ornamental	\$ 70,690	Christie Bigelow	989-790-9120
2021	Oct-22	Oakland County	Wayne County - Jefferson Avenue Bridge Repair	Temporary Fence and panels	\$ 25,150	Schuyler Rogers	248-508-0148
2021	Oct-22	Wayne County		Moving Fence	\$ 49,047	Blake Zapczynski	586-625-8899
2021	Oct-22	Detroit Public Schools Community District	DPSCD Fencing Contract Modification 001 (Contract extension 07/01/21 - 06/30/22)	Fence repairs at various locations	\$ 273,675	Nikolai P Vitti Ed.D.	
2021	Oct-22	Simone Contracting	Simone Office	Galvanized chainlink; Fabric; Line posts; Terminal posts	\$ 42,935	Joe Rubino	586-254-0690
2021	Oct-22	Washtenaw Intermediate School District	Washtenaw ISD - High Point School	Fencing	\$ 88,075	Tanner Rowe	
2022	Sep-22	Lake St Clair Metro Park	Metro Park Accessible Launch	Furnish and install Chainlink and double swing gate	\$ 26,366	Patrick Jones	586-709-6305
2022	Sep-22	Northport Public Schools	Northport Public Schools	Install Aluminum Fence	\$ 170,257	Ben Eckler	231-714-0800
2022	Sep-22	Lansing School District	North Elementary	Furnish and install ornamental fence, walk gate, double swing gate	\$ 36,755	Shawn Mills	517-819-4578
2021	Sep-22	Meijer	Lake Orion Meijer Store 680	Furnish, install and remove temp fence with wind screen with (2) double gates, (1) man gate, (2) road closed signs & (2) construction only signs for up to 1yr.	\$ 40,016	Mike Morgan	248-583-1200
2022	Nov-22	Michigan Dept of Transportation	MDOT Fence Repair	Repair damaged fence fabric and posts; straighten posts and replace where damage is beyond repair	\$ 48,035	Nate DeWeerd	616-250-4730
2022	Nov-22	Charter Twp of Canton	Pheasant Run Golf Course	Removal and replacement of Golf course fence corral	\$ 57,476	John Szlinis	734-394-5363
2022	Aug-22	Hidden Ridge Investments	Old Gibraltar Trade Center	Fence	\$ 30,050	John George	586-243-1339
2021	Aug-22	Village of Milford	Village of Milford Main St Improvements	Temporary Fence and gates	\$ 120,343	Jordan Sirhan	248-651-7242
2020	Aug-22	Wayne County	Allen Rd over Ecorse Rd	Install Fencing and guardrail	\$ 38,096	Melissa McAlpine	586-254-2040
2021	Mar-22	Flint Community Schools	Flint Community Schools	Fencing for 21 Pads	\$ 92,255	William Chapman	810-760-1249

RMD Holdings, Ltd. d/b/a Nationwide Construction Group				Project Experience/ Reference Report			
Contract Year	Completion Date	Client	Project Title	Project Description	Contract Value	Contact Name	Phone
2021	Mar-22	City of Troy	Section 25 Relief Sewer	Temp Fencing and Chain Link	\$ 27,548	JR Parson	586-749-8593
2021	Feb-22	Semco Meijer	Semco Energy - Kilgore Road Warren Meijer	Remove Existing Fence; Install Galvanized Chain Link Fence with Barbed Wire	\$ 35,961	Aaron Barr	810-987-2200
2022	Nov-22	City of Flint - Water Dept	Kearsley Dam	Temp Panel Fencing	\$ 28,513	Tim Murphy	248-394-3552
2022	Nov-22	Troy School District		Fence Replacement for Reservoir	\$ 291,185	Mike Backley	810-964-7905
2022	Nov-22	County of St. Clair	Goodells County Park	Fencing Replacement	\$ 307,413	Rob Carson	248-823-4000
2022	Nov-22	Advanced Technology Academy	Advanced Technology Academy	Two-Rail Farm Fence	\$ 54,308	Shane DiDonato	810-364-6881
2022	Nov-22	Holly Elementary School	Holly Area Schools	High Ultra Aluminum Fencing; Industrial Grade Black	\$ 47,940	Steve Quinlan	313-625-4693
2022	Nov-22	BAE Systems	BAE Systems	Ornamental Metal Fence	\$ 79,560	Veronica Passkiewicz	248-334-2000
2021	May-22	Cornerstone	DWSD - Cornerstone Village	Replace Aluminum Pickets on 2 existing gates	\$ 42,840	Barry Tarakoff	248-871-2569
2021	Dec-22	Jackson Public Schools	Jackson Public Schools	Remove and replace chainlink fence and wood privacy fence. Remove and replace guardrail	\$ 64,284	Chaitanya Kadari	313-898-1693
2021	Nov-22	City of Detroit	DWSD Maintenance Contract	Fencing	\$ 217,453	Jon Chizmadia	26-251-5368
2021	May-22		Fox Enterprises, Inc. / Richmond Kentucky Yard Fence	Repair & replace chain link commercial Fence; Operator repair;	\$ 33,072		313-999-2813
2022	Jul-22	Fox Enterprises	Marquette Fence Company, Inc / Chippewa Correctional Facility	Install 6' black vinyl chain link fence with barbwire, 2 main gates, 1 slide gate, 2" 8ga finish fabric, top rail, tension wire, line posts and gate posts	\$ 52,580	Ed Chenault	(859) 661-0330
2021	Jul-22	State of Michigan		Furnish and install tymetal slide gates, temp fence and gate, razor wire	\$ 422,263	Sam Garrow	(906) 249-8000
2021	Jul-22	City of Sterling Heights	City of Sterling Heights / ITB-SH19-014 Materials, Removal, and Installation services for Fencing Needs	Furnish and install 6' chain link and double gate.	\$ 84,557	Jon Orzel	(810) 499-1174

RMD Holdings, Ltd. d/b/a Nationwide Construction Group									
Project Experience/ Reference Report									
Contract Year	Completion Date	Client	Project Title	Project Description	Contract Value	Contact Name	Phone		
2021	Jul-22	Ford House	Ford House - Temporary Fence for the Pool and Lagoon Restoration Project	Reinstall 805 LF of 8' high temp fence w/top rail, 3 access gates and removal of fence when complete	\$ 12,247	Karl Koto	(313) 453-2035		
2022	Jun-22	Allied Universal	Allied Universal/Oaks Correctional	Add detainer hook razor ribbon to existing fence, provide and install mini mesh, man gate and lock to gate	\$ 41,071	Dan Wojitas	(616) 265-8143		
2022	May-22	Grillo Management	Grillo Management/Vanessa Center	Furnish and install 6" vinyl coated black chain link fence with top rail, bottom tension wire and PVC slats	\$ 17,231	Jennifer Kuczarski	(586) 598-2222		
2022	Mar-22	O'Brien Transfiguration Place	O'Brien Const/Transfiguration Place	Furnish and install 290' of 6" vinyl coated black chain link fence w/top rail & bottom tension wire and PVC slats	\$ 12,198	Eric Roach	(248) 334-2470		
2022	May-22	City of Livonia Parks and Rec Dept	City of Livonia / Trinity Theatre / Union Cemetery	Fabrication and install of ultra aluminum UAS-100 fence in in gloss black	\$ 21,000	Ann Cox	(734) 466-2418		
2021	May-22	State of Michigan	State of Michigan/Hawthorne Center	Extending chainlink fencing including fabric, gates, panels and posts for walking trails	\$ 139,122	Debra Frazzitta	(517) 241-3740		
2021	Jun-22	Douglas Capital Partners	Fonson Company, Inc. / Temp Fence	Furnish and install 6' temp fence on stand with access gates	\$ 11,000	Brendan Frons	(810) 231-5188		
2021	Jun-22	Dick Huvaere	A.R. Brouwer Company / Dick Huvaere's Richmond	Furnish and install 6' High elite aluminum fence modified with middle rail, track slide gate and wall gate.	\$ 154,490	Steve Brouwer	(734) 426-9980		
2022	Jun-22	Trenton Public Schools	Trenton Public Schools, 2018 Bond Issue, Bid Package #2	Additions & Renovations to Trenton High School Fencing / Gates/ Sports Netting	\$ 489,868	Dean Chase	(248) 427-8400		
2022	Apr-22	Miron Construction	Miron Construction / Midland Cancer Center	Install temp fence with gates and drill through concrete/asphalt to install posts	\$ 18,200	Jack Zwicker	(920) 886-7485		
2022	Apr-22	Oakland County Parks & Recreation	Oakland County / Holly Oaks ORV Park	Furnish and install woven wire field fence and green t-posts	\$ 42,080	Jon Noyes	(248) 760-8360		
2022	Mar-22	Group 10 Management	Group 10 Management / Fairfield Troy - Dumpster and Generator Gates	Furnish and install double swing wood gates, gate posts, gate frames and box hinges	\$ 21,185	Greg Cannon	(248) 798-0575		
2021	Feb-22	Master Electric	Master Electric, Inc / Macomb Correctional Facility	Furnish and install chain link fence with razor wire and walk gates	\$ 27,685	Renai Day	(989) 426-9860		
2021	Apr-22	Kennedy Plaza - Dearborn	City of Dearborn / Kennedy Plaza Fencing	951 LF pf 6' picket style aluminum fence and gates, 6 gates and spiked fence rails	\$ 64,426	Dan Plamondon	(313) 943-2375		
2021	Apr-22	Lake Orion Community Schools	Frank Rewold & Son / Lake Orion Community Schools - Football Stadium Building	Furnish and install 80 LF of 10' black chain link w/slats, double gate, mid rails and 57 LF of 4" chain link w/2 double and 1 single gate	\$ 21,237	Sue Welch	(248) 651-7242		
2020	Apr-22	MDOT - Lansing TSC	Mead Bros. Excavating, Inc. / MDOT Project # 33000-130507A	Chain link fence, woven wire fence, guardrail and gate	\$ 21,300	Janette	(517) 857-3700		

RMD Holdings, Ltd. d/b/a Nationwide Construction Group							
Project Experience/ Reference Report							
Contract Year	Completion Date	Client	Project Title	Project Description	Contract Value	Contact Name	Phone
2021	Apr-22	Farmington Public Schools	McCarthy & Smith, Inc. / Farmington Hills Public School	Furnish and install 12' back stop, terminal posts, line posts, O.D. rails, chain link fabric, bottom tension wire. Galvanized finish	\$ 45,558	Aaron Phillips	(248) 427-8400
2020	Mar-22	MDOT - Lansing TSC	Dan's Excavating, Inc / MDOT 50051-200364 - Traffic Signal Modernization	Traffic sign modernization, sidewalk revamp upgrades	\$ 4,942	Tammy Dockham	(586) 254-2040
2020	Mar-22	Butzel Family park	MRC / Butzel Park	Supply and install chain link fence, wood fence, posts and rails	\$ 21,300	Kelle	(517) 545-7122
2021	Feb-22	Bridgewater Interiors	U.S. Facilities, Inc. / Bridgewater Interiors	Furnish and install guard booths and barrier gates	\$ 194,427	Ann Kefalonitis	
2021	Feb-22	State of MI	Master Electric, Inc / Thumb Correctional Facility Replace Emergency Generator	Furnish and install 33" of 12" galvanized chain link fence and walk gate, with razor wire	\$ 29,725	Chad Tubbs	(989) 426-9860
2020	Feb-22	C.E. Gleeson	C.E. Gleeson - Ciena of Hartford - Rehab Addition C/O #1	Furnish and install 100' 6' high PVC fence and a dumpster gate	\$ 30,815	Brad Baker	(248) 647-5500
2021	Feb-22	Laux Construction	Laux Construction / Woodland Correctional Facility - Bulletin #8	Furnish and install galvanized chain link fence and razor wire and double swing gates.	\$ 214,175	Brian Stiebe	(517) 694-0117
2020	Feb-22	Detroit Public Schools Community District	Fencing	Remove existing fence as needed. Furnish and install fence, gates and gate operators at various schools.	\$ 722,538	George Vary	(313) 550-0652
2018	Dec-21	Michigan Department of Technology, Management and Budget	Razor Ribbon Enhancements	Furnish and install razor ribbon at (5) correctional facilities.	\$ 2,791,819	Joe Sovis	(517) 487-2511
2021	Dec-21	Davison Community Schools/DCC Construction, Inc.	Davison Community Schools- Site Utility Relocation and Site Improvements	Furnish and install 8' high chain link fence including 2 aluminum cantilever gates.	\$ 141,840	Josh Morris	(810) 658-4322
2020	Dec-21	Van Buren Public Schools/Granger Construction Company	The Early Childhood Center of Van Buren Public Schools	Furnish and install chainlink fence, black vinyl fence, sliding gate and temporary chainlink fence.	\$ 65,888	Kyle Oberdorf	(517) 393-1670
2020	Dec-21	Garden City Public Schools/Barton Malow Builders	Garden City High School Stadium/Cambridge Pavement BP # 1A	Remove existing chainlink fence. Furnish and install 4' and 6' chainlink fence including vinyl chainlink fence.	\$ 106,472	Brooke Frendo	(248) 436-5000
2021	Oct-21	Troy School District	Fence improvements	Various fence installations and improvements	\$ 46,559	Rob Carson	(248) 823-4000

RMD Holdings, Ltd. d/b/a Nationwide Construction Group							
Project Experience/ Reference Report							
Contract Year	Completion Date	Client	Project Title	Project Description	Contract Value	Contact Name	Phone
2020	Dec-20	Troy School District	2020 Summer fence work- Multiple locations	Various fence installations and improvements	\$ 57,115	Rob Carson	(248) 823-4000
2019	Dec-19	Troy School District	Fence improvements	Various fence installations and improvements	\$ 58,216	Rob Carson	(248) 823-4000
2021	Dec-21	Chippewa Valley School District	Fence Installation, Replacement and Repair Services	Various repairs to fences and gates as needed.	8,825	Ken Hauer	(586) 723-2252
2020	Sep-20	Chippewa Valley School District	Fence Installation, Replacement and Repair Services	Various repairs to fences and gates as needed.	31,200	Ken Hauer	(586) 723-2252
2019	Dec-19	Chippewa Valley School District	Fence Installation, Replacement and Repair Services	Various repairs to fences and gates as needed.	3,599	Ken Hauer	(586) 723-2252
2020	Nov-21	United States Air Force/A & H-Ambica JV, LLC	Dickman Road Perimeter Fence	Furnish and install approximately 3,100 lf of 7' high chainlink fence with 3 strands of barbed wire. Attached 3/4" crash cable of two strands on chainlink fence. Decorative fence including 16' swing gates.	\$ 546,772	Jignesh Patel	(313) 215-7318
2021	Nov-21	Kent County Road Commission	Kent County/ROW Fence US-131	Furnish and install 6,490 lf of 4' high chainlink fence along the right-of-way.	\$ 197,945	Andrew Nordstrom	(616) 242-6928
2021	Nov-21	Serenus Johnson Construction/Akron Fairgove Schools	2019 Bond Issue- Bid Pack 3. Bid Category No. 3- Fencing.	Furnish and install PVC privacy fence with various gates including gate operator.	\$ 40,271	Diane Foster	(989) 686-1900
2021	Nov-21	Corunna Public Schools	Corunna Public Schools- Baseball fencing	Furnish and install chainlink fence and two batting cages on baseball field.	\$ 80,798	John Fattal	(989) 743-6338
2020	Oct-21	State of Michigan/Cross Construction Group	Facility Security Systems Upgrades Phase 2	Remove existing fencing. Furnish and install fencing and gates including high security fencing and temporary fence.	\$ 409,541	Tyler Wilson	(734) 286-2244

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

3. Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Project Title: _____

Client: _____

Contact Person: _____ Phone: _____

Contract Amount: _____

Start Date: _____ Completion Date: _____

Project Description: _____

Form Completed by: Scott Keller - C.O.O.

Name Title

X

Signature

August 1, 2023

Date

SUBCONTRACTOR LIST

ITEM

NAME, ADDRESS & PHONE # OF CONTRACTOR

Earthwork

N/A

Phone: _____

Concrete

N/A

Phone: _____

Restoration Items

D & E Landscaping & Grading Inc.

69620 Lowe Plank Rd,

Richmond, MI 48062

Phone: (586) 727-4959 _____

Bid of Future Fence Company hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as Corporation *.

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

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

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

Addendum No.

1

Addendum Date

7/26/23

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$ 958.00	\$ 958.00
2	Place 8' High, Black Aluminum Vertical Picket Fencing (Includes Panels, Posts, all connection appurtenances, and Installation)	770	l.f.	\$ 97.00	\$ 74,690.00
3	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	250	s.y.	\$ 15.00	\$ 3,750.00
TOTAL BID				\$ 79,398.00	

Lead time for materials 84 days Number days to complete work 9 days

The undersigned agrees that the City of Livonia may increase or decrease the quantity of work without changing the unit price bid for the work.

Warranty: Parts 1 year

Labor 1 year

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to

Proceed received. **The undersigned shall complete the Work to Substantial Completion within 60 days of notice to proceed, and to Final Completion within 75 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

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

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

The undersigned represents that they acknowledge that the City reserves the right to accept or reject any bid or all bids and to waive irregularities in bids.

Future Fence Company

Contractor

23450 Regency Park Dr.

Address

Warren, MI 48089

Telephone No.

Federal I.D. No. 382954313

Date

By: Brian Landry Title: Estimator

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the “Notice to Bidders” and “Instruction to Bidders” sections.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

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

Name: Euture Fence Company

Address: 23450 Regency Park Dr. Phone: 586-825-7456
Warren, MI

Number of years operating under your present name: 44

General nature of work performed by your company: Fencing, Gates, Concrete
Walls, Metal Fabricating

Background and experience of the principal members of your organization including officers: Over 50 years of combined experience in the fencing
industry.

Major equipment available for this contract: Skid steer

Has your firm or any of it's principles performed work for the City of Livonia in the past? Yes x No

If yes, please describe work performed, department serviced and dates of service.

Bicentennial Park - chain link fence and turf restoration

Livonia Plymouth Road Fence Repair - replaced damaged decorative fence

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

Has your firm in the past 10 years, or is it presently, under litigation for work of a similar scope to the work being requested herein? If so, please provide a list of current litigation.

No

PROJECT REFERENCES

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

1. Project Title: Bicentennial Park

Client: City of Livonia Parks and Rec Department

Contact Person: Enna Bachelor Phone: 734-466-2275

Contract Amount: \$48,230.00

Start Date: 6/1/2021 Completion Date: 7/1/2021

Project Description: Chain link fence and gates with turf restoration

2. Project Title: Verizon Lodge SAP MEC Expansion

Client: Walsh Construction

Contact Person: Troy Walker Phone: 313-694-0567

Contract Amount: \$134,090.00

Start Date: Spring 2023 Completion Date: Spring 2023

Project Description: Decorative fence and gates. Chain link fence and gates.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

3. Project Title: Solanus Casey Center Meditation Garden

Client: AM Higley

Contact Person: Rocco Castiglione Phone: 248-310-1216

Contract Amount: \$26,176.00

Start Date: Summer 2022 Completion Date: Spring 2023

Project Description: Decorative fence and cantilever slide gate.

Project Title: Aramco Gate

Client: Aramco Americas

Contact Person: Dennis Flynn Phone: 248-308-8594

Contract Amount: \$17,245.00

Start Date: Summer 2022 Completion Date: Summer 2023

Project Description: Decorative fence and gates.

Form Completed by: Brian Landry - Estimator

Name - Title

Brian Landry

Signature

7/31/2023

Date

SUBCONTRACTOR LIST

<u>ITEM</u>	<u>NAME, ADDRESS & PHONE # OF CONTRACTOR</u>
Earthwork	N/A
	Phone:
Concrete	N/A
	Phone:
Restoration Items	N/A
	Phone:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA DOCUMENT A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Future Fence Company
23450 Regency Park Dr
Warren, MI 48089

as Principal, hereinafter called the Principal, and

Merchants Bonding Co. (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

A Corporation duly organized under the laws of the State of IA as Surety, Hereinafter called the Surety, are held and firmly bound unto

City of Livonia
33000 Civic Center Dr, Livonia, MI

as Oblige, hereinafter called the Oblige, in the sum of

5% of the accompanying bid Dollars (\$-----5%-----),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Fence Replacement Dept of Public Works

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of August, 2023

Future Fence Company
(Principal)

(Seal)

(Witness)

(Title)

Renee Murray
(Witness)

Merchants Bonding Co. (Mutual)

(Seal)

(Title)

Kathleen M. Reilly, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Barry L Hunt; John G Growney; Kathleen M Reilly; Renee Murany

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



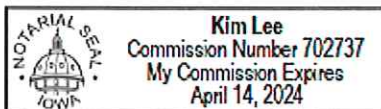
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of August, 2023.



William Warner Jr.
Secretary

FF FUTURE FENCE COMPANY

PROPOSAL 23-0917

PROJECT: Fence Replacement - Department of Public Works

LOCATION: Livonia, MI

DATE: August 1, 2023

SCOPE OF WORK:

QTY	DESCRIPTION	COST
1	<u>Mobilization</u> Mobilization to Site	
770	<u>Remove Existing Fence and Install New</u> Linear Feet of Existing Fence, Removed	
770	Linear Feet of New 8'H Black Aluminum Picket Fence, Furnished and Installed	
250	<u>Restoration</u> Square Yards of Restoration	
	NOTE 1% bond excluded. Posts set prior to flat work. Posts augured through dirt. Hand dig, soft dig, pavement coring extra No wage requirements included in this proposal Site restoration by others. Permit not included, additional if required Dirt spoils to be spread on site. Haul away additional, if required	

We propose to furnish material and/or labor, complete in accordance with the plans and specifications, except as noted above, including tax if applicable, for the sum of:

\$79,398.00

ESTIMATOR: Brian Landry - Estimator

Direct Line 248-410-2346

Email: brianl@futurefencecompany.com

NOTE: This proposal may be withdrawn by us if not accepted within 10 days. Future Fence reserves the right to revise our pricing based on documents not in possession at time of bid. This includes but is not limited to drawings, specifications, addenda and contracts.

CONDITIONS: Unforeseen digging conditions such as, but not limited to: old building foundations, excessive brick or rocks, unstable soil which collapses and hand digging more than 5 holes are subject to additional charges.

Future Fence Company is not responsible for damage to private utilities. This includes site electric, irrigation, gas and other private utilities that may be present. Owner to locate private utilities or additional cost upon request.

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment Terms: Net 30 days unless otherwise noted.

Signature: _____

Date: _____

Printed Name: _____



Area Code: (313) 297-2997

Fax: (313) 297-7233

INDUSTRIAL FENCE

12030 PLEASANT STREET • DETROIT,
MICHIGAN 48217 CERTIFIED W.B.E. •
CERTIFIED D.H.S.B. • CERTIFIED MDOT D.B.E.

- AN EQUAL OPPORTUNITY
EMPLOYER -

www.industrialfenceco.com

08/01/2023

City of Livonia

Attn: Estimating

Re: DPW Fence Replacement

We propose to furnish all labor, material and equipment needed to complete the following scope of work:

Demo:

- Remove and dispose of approximately 770 lf of existing chain link fence including posts, post footings, and barbed wire.

For the sum of: \$8,200.00

Aluminum Fence:

- Furnish and install approximately 770 lf of 8' high Elite EFF-20 industrial grade aluminum fence panels.
- All posts to be set in a concrete footing.
- Includes MISS DIG notification, private utilities to be staked by others.
- Does not include permits or fees.

For the sum of: \$72,322.00

Please call with any questions,

Regards,

Vincent DaBrowa

Bid of Industrial Fence Company hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as Corporation*.

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

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

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

Addendum No.

1

Addendum Date

07/26/2023

The Contract will be awarded to the lowest responsive, ~~responsible~~ Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$8,200	\$8,200
2	Place 8' High, Black Aluminum Vertical Picket Fencing (Includes Panels, Posts, all connection appurtenances, and Installation)	770	l.f.	\$93.92	\$72,322
3	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	250	s.y.	\$20	\$5,000
TOTAL BID				\$85,522	

Lead time for materials approx. 42 days . Number days to complete work 8 days

The undersigned agrees that the City of Livonia may increase or decrease the quantity of work without changing the unit price bid for the work.

Warranty: Parts

1 YR

Labor

1 YR.

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to

Proceed received. **The undersigned shall complete the Work to Substantial Completion within 60 days of notice to proceed, and to Final Completion within 75 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

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

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

The undersigned represents that they acknowledge that the City reserves the right to accept or reject any bid or all bids and to waive irregularities in bids.

Industrial Fence & Landscaping, Inc.

Contractor

12030 Pleasant Street, Detroit, MI 48217

Address

313-297-2997

38-1895973

7/31/2023

Telephone No.

Federal I.D. No.

Date

By: 

Title:

President

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the "Notice to Bidders" and "Instruction to Bidders" sections.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

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

Name: Industrial Fence & Landscaping, Inc.

Address: 12030 Pleasant St., Detroit, MI 48217 Phone: 313-297-2997

Number of years operating under your present name: 54 years

General nature of work performed by your company: Chain Link and Ornamental Fence & Gates, Temporary Construction Fencing

Background and experience of the principal members of your organization including officers: 31 to 42 years experience in the Fence Industry

Major equipment available for this contract: Skid Steer

Has your firm or any of it's principles performed work for the City of Livonia in the past? Yes _____ No X

If yes, please describe work performed, department serviced and dates of service.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

Has your firm in the past 10 years, or is it presently, under litigation for work of a similar scope to the work being requested herein? If so, please provide a list of current litigation.

No

PROJECT REFERENCES

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

1. Project Title: Tri County Commerce Center Enova

Client: Oliver Hatcher Construction

Contact Person: Kevin Spiess Phone: 248-521-3265

Contract Amount: \$176,684.16

Start Date: 4/25/2023 Completion Date: 5/21/2023

Project Description: Black Vinyl Coated Chain Link Fence & Gates

2. Project Title: Mill Creek Apartments

Client: O'Neal Construction

Contact Person: Tim Stout Phone: 734-769-0770

Contract Amount: \$62,667.00

Start Date: 5/21/2023 Completion Date: 5/30/2023

Project Description: Ornamental Fence & Gates

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

3. Project Title: Wayne State University - Theta Tau Fraternity

Client: Theta Tau Fraternity

Contact Person: Ron Michalak Phone: 586-805-3029

Contract Amount: \$13,724.00

Start Date: 12/6/2022 Completion Date: 12/13/2022

Project Description: Ornamental Fence and Gate

Project Title: U of M - Dean Road Transportation

Client: Devon Industrial

Contact Person: Jennifwr Lau Phone: 313-221-1600

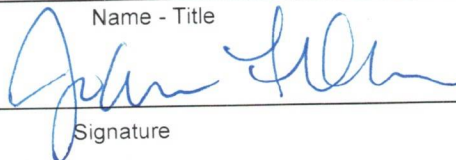
Contract Amount: \$51,983.00

Start Date: 5/2/2022 Completion Date: 3/6/2023

Project Description: Temp Fence, Ornamental Fence & Gates, Guradrail

Form Completed by: JoAnn Fulmer - President

Name - Title



Signature

7/31/2023

Date

SUBCONTRACTOR LIST

ITEM

NAME, ADDRESS & PHONE # OF CONTRACTOR

Earthwork

none

Phone:

Concrete

none

Phone:

Restoration Items

none

Phone:

CITY OF LIVONIA

ADDENDUM NO. 1 FENCE REPLACEMENT (DPW)

Date: July 26, 2023
To: Potential Bidders
From: Enna A. Bachelor, Purchasing Manager
Subject: Addendum No. 1 – Fence Replacement (DPW)

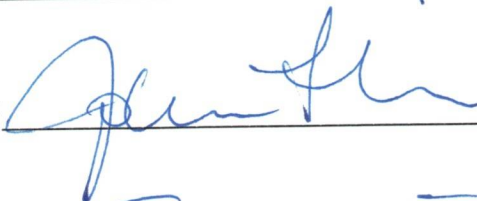
Addendum No. 1 is being issued respond to provide clarifications to bid specifications:

- The fencing contractor will be responsible for disposal of the existing fencing materials that are removed (including the posts, post bases and barbed wire)
- Please note that existing posts are not in the asphalt, they are in the ground next to the edge of the pavement (see attached photos).

All other provisions of the bid remain the same. The due date remains the same. Acknowledge receipt of the addendum with your bid uploaded to the MITN website.

-- ADDENDUM NO. 1 – ACKNOWLEDGEMENT – FENCE REPLACEMENT DPW --

COMPANY NAME Industrial Fence & Landscaping, Inc

AUTHORIZED SIGNATURE  DATE 7-31-23

PRINT NAME John Fulmer TITLE President



Please attach the bond requirements section of the bid advertisement/
RFP for Bid Bond requests and a copy of the contract for Performance &
Payment Bond requests.

Date: 7/28/2023

Principal Name/Address: Industrial Fence & Landscaping, Inc.
(Name of Contractor required to provide bond)

Obligee/Project Owner: City of Livonia (Name)
(Owner or Entity requiring Bond)

33000 Civic Center Drive, Livonia, MI 48154 (Address)

Project Name: Livonia DPW Fencing Replacement
(Legal project name, bid category, etc.)

Work Description: Fencing

Bid Date or Contract Date: 08/01/2023
(Final bonds)

Bid Bond %: 5% Performance Bond %: _____ Payment Bond %: _____

Project Estimate or Contract Amt: \$ 100,000.00 Retainage %: _____

Project Start Date: _____ Project Completion Date: _____

Late Completion Penalties: \$ _____ Maint./Warranty Period: _____

Subcontractors (and rough % of contract): _____

Any Specific Bond Form Requirements? Attach copy or indicate form Req'd: _____

Are Dual or Multiple Obligees required? If so, name: _____

This Request Completed by: Cheryl Zajac Phone # 313-297-2997

Additional Info/Remarks: _____

If this is P&P Request, please provide Bid Results:

Low Bid: _____ 2nd: _____ 3rd: _____

Confidence. For What's Next.™

OFFICE LOCATIONS: TROY, FARMINGTON HILLS, OXFORD, LAPEER, DETROIT AND FORT MYERS



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Bid Bond

CONTRACTOR:

(Name, legal status and address)

Industrial Fence & Landscaping, Inc.

12030 Pleasant

Detroit, MI 48217

OWNER:

(Name, legal status and address)

City of Livonia

33000 Civic Center Drive

Livonia, MI 48154

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

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company

PO Box 10800

Raleigh, NC 27605-0800

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

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

PROJECT:

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

Livonia DPW Fencing Replacement - Fencing

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

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

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

Signed and sealed this 1st day of August, 2023


(Witness)


(Witness)

Industrial Fence & Landscaping, Inc.

(Principal)

(Seal)

(Title)

Harco National Insurance Company

(Surety)

(Seal)

(Title)

Susan L Small, Attorney-in-Fact

Init.

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POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
 Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, KATHLEEN M. IRELAN, WENDY L. HINGSON, IAN J. DONALD, ROBERT TROBEC, ALAN P. CHANDLER, T.J. GRIFFIN, JEFFREY A. CHANDLER, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Troy, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

[Signature]

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 8/1/2023

[Signature]

Irene Martins, Assistant Secretary

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

LIVONIA DPW FENCING REPLACEMENT

July 2023



**CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS**

**12973 Farmington Road
Livonia, MI 48150**

LIVONIA DPW FENCING REPLACEMENT

CITY OF LIVONIA, MICHIGAN

FORM OF PROPOSAL

City of Livonia
33000 Civic Center Drive
Livonia, Michigan 48154

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to Proceed received. The work under this contract shall be completed between September 4, 2023 and November 3, 2023.

Also, the undersigned agrees that if the above proposal is accepted, they will execute the contract and furnish acceptable bonds, all on forms attached, within ten (10) calendar days from such acceptance.

To guarantee their fulfillment of the foregoing covenants, the bidder attached hereto their bid bond in the sum of 5% of the Proposal and agrees that same shall be forfeited to the City of Livonia, in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty but as liquidated damages. The bidder further agrees to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day after the required completion date as hereinafter provided in Paragraph 39 of the General Conditions. The City shall not be required to prove or show such liquidated damages.

No bid shall be withdrawn for at least ninety (90) days after the scheduled closing time for receiving bids.

Bid of RFB-07142023-ENG - FENCE REPLACEMENT
- DEPARTMENT OF PUBLIC WORKS hereinafter called Bidder, organized and existing
 under the laws of or a resident of the State of Michigan, doing business as Corporation *.

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

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

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

Addendum No.

1

Addendum Date

07/26/2023 04:21 PM EDT

The Contract will be awarded to the lowest responsive, responsible Bidder based on the unit prices for all Work specified.

The Bidder agrees to complete the Project for the following unit prices:

Item No.	Item Description	Qty	Unit	Unit Price (\$)	Total Price (\$)
1	Mobilization	1	l.s.	\$ 2,000.00	\$ 2,000.00
2	Place 8' High, Black Aluminum Vertical Picket Fencing (Includes Panels, Posts, all connection appurtenances, and Installation)	770	l.f.	\$135.00	\$ 103,950.00
3	Restoration (Includes 3" Top-Soil, Seed, Mulch and Fertilizer)	250	s.y.	\$16.00	\$ 4,000.00
TOTAL BID				\$ 109,950.00	

Lead time for materials 30 days Number days to complete work 60 days

The undersigned agrees that the City of Livonia may increase or decrease the quantity of work without changing the unit price bid for the work.

Warranty: Parts As per manufacturer Labor 1 Year

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

The undersigned further agrees that if the foregoing Bid shall be accepted, work will commence immediately after the Contract has been awarded, the Agreement executed, and a Notice to

Proceed received. **The undersigned shall complete the Work to Substantial Completion within 60 days of notice to proceed, and to Final Completion within 75 days of notice to proceed.** Substantial completion shall be met when all the pathways are open for use by the public. Final completion shall be met when all restoration items and punch-list work items have been completed.

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

The undersigned also agrees that for each and every calendar day that he may be in default of Substantial Completion of the Work, within the time specified in this Bid, the OWNER will suffer a damage of **Two Hundred and Fifty dollars (\$250.00)** per day, and said OWNER shall be compensated therefore at the rate as liquidated damages in accordance with the Agreement.

The undersigned represents that they acknowledge that the City reserves the right to accept or reject any bid or all bids and to waive irregularities in bids.

Decima LLC

Contractor

16870 Schaefer Hwy, Detroit, MI 48235

Address

260-243-0591

80-2182694

7/31/2023

Telephone No.

Federal I.D. No.

Date

By: Alex Baloch

Title: President

Form of Proposal and all other bid documents to be submitted electronically following the instructions provided in the "Notice to Bidders" and "Instruction to Bidders" sections.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

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

Name: Decima LLC

Address: 16870 Schaefer Hwy, Phone: 260-243-0591
Detroit, MI 48235

Number of years operating under your present name: 5 years

General nature of work performed by your company: _____

Our domain of expertise includes construction management, project management, cost estimation,
electrical, mechanical, plumbing, fence installation, flooring and ceiling, and IT services

Background and experience of the principal members of your organization including officers: _____

<u>Name</u>	<u>Designation</u>	<u>Experience</u>
<u>Alex Baloch</u>	<u>Project Manager</u>	<u>25 years</u>
<u>Dustin Foster</u>	<u>Site Superintendent</u>	<u>10 years</u>
<u>Khadija Shabber</u>	<u>Treasurer</u>	<u>8 years</u>

Major equipment available for this contract: _____

Sledge Hammer, Post Hole Digger, Wire Cutter,
Hacksaw & Pipe Cutter, Tape Measure, Wheelbarrow, Fence Stretcher,
Fence Pliers, Cable Grip, Stretch Bar, Bolt Cutter, Nu-Boston Digger
and Hog Ring Pliers.

Has your firm or any of it's principles performed work for the City of Livonia in the past? Yes _____ No X

If yes, please describe work performed, department serviced and dates of service.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

Has your firm in the past 10 years, or is it presently, under litigation for work of a similar scope to the work being requested herein? If so, please provide a list of current litigation.

No. _____

PROJECT REFERENCES

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

1. **Project Title:** Broker Building Seized Cargo Vault
 Client: KEO Associates Inc.
 Contact Person: Walter Murphy **Phone:** 313-995-8533

Contract Amount: \$150,000.00

Start Date: March - 2022 **Completion Date:** December - 2022

Project Description: _____

Installation of chain link fence and gate.

2. **Project Title:** Recovery Park Renovation

Client: Detroit Water and Sewerage Department

Contact Person: Anil Gosine **Phone:** 313-999-3649

Contract Amount: \$80,000.00

Start Date: January - 2021 **Completion Date:** June - 2022

Project Description: _____

Demolition of chain link fence and installation of

new wood fence.

LIVONIA DPW FENCING REPLACEMENT
STATEMENT OF QUALIFICATIONS

3. Project Title: Fence Upgradation

Client: Detroit Water and Sewerage Department

Contact Person: Anil Gosine Phone: 313-999-3649

Contract Amount: \$95,000.00

Start Date: April - 2021 Completion Date: August - 2021

Project Description: _____

Installation of chain link fence and soil restoration.

Project Title: Dexter Pop-Up

Client: KEO Associates Inc.

Contact Person: Walter Murphy Phone: 313-995-8533

Contract Amount: \$150,000.00

Start Date: November - 2021 Completion Date: March - 2022

Project Description: _____

Relocation of fence and gate.

Form Completed by: Alex Baloch, President

Name - Title

Signature

7/31/2023

Date



July 31, 2023

Contractor Fax (313)000-0000

Website jryanbonding.com

P.O. Box 465, Hudson WI 54016-0465

Phone 800-535-0006 Fax 715-377-8231

DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

Bid Bond Results Form

DO NOT PUT THIS PAGE WITH YOUR BID-COMplete AND FAX OR EMAIL BACK TO J.RYAN BONDING, INC.

Your Bid Bond is attached. Be sure to **SIGN** your Bid Bond.

It may need to be notarized. If you have any questions, please call.

Project Owner: City of Livonia

Bid Date: 8/01/2023

Project Name: RFB-07142023 - Fence Replacement - Department of Public Works; Project No. BDNET21113

Approximate Bid Amount: \$110,000.00

*****IMPORTANT***** If your bid is over 10% of your estimate, you **MUST** call us for approval.

PLEASE LIST THE FIRST THREE BIDDERS WHEN KNOWN AND RETURN VIA FAX OR EMAIL

Bid Security

FED04473

Contractor's Name

Amount

Bid Bond

Check

Low _____ \$ _____

☐☐

2nd _____ \$ _____

☐☐

3rd _____ \$ _____

☐☐

Your Bid If Not Listed Above \$ _____

Comments: _____

By _____ Phone _____ Date _____

PLEASE RETURN TO J.RYAN BONDING BY FAX, EMAIL (bidbonds@jryanbonding.com)

J. Ryan Fax: (715) 377-8231

THANK YOU

RETURNED VIA: email

Bid Bond

AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

DECIMA, LLC
16870 Schaefer Hwy
Detroit, MI 48235

Bid Bond No. FED04473

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive
Oklahoma City, OK 73134

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

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

OWNER:

(Name, legal status and address)

City of Livonia
33000 Civic Center Dr
Livonia, MI 48154

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

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

RFB-07142023 - Fence Replacement - Department of Public Works; Project No. BDN21113

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

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

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

Signed and sealed this 31st day of July, 2023.

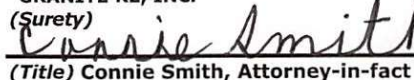
(Witness)


(Witness) Karla K. Heffron

DECIMA, LLC
(Principal)

(Seal)

(Title)
GRANITE RE, INC.
(Surety)


(Title) Connie Smith, Attorney-in-fact

(Seal)

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061110

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

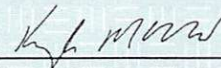
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

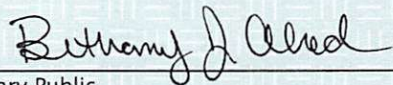


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

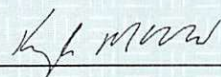
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

31st day of July, 2023.





Kyle P. McDonald, Assistant Secretary

CITY OF LIVONIA
ADDENDUM NO. 1 FENCE REPLACEMENT (DPW)

Date: July 26, 2023
To: Potential Bidders
From: Enna A. Bachelor, Purchasing Manager
Subject: Addendum No. 1 – Fence Replacement (DPW)

Addendum No. 1 is being issued respond to provide clarifications to bid specifications:

- The fencing contractor will be responsible for disposal of the existing fencing materials that are removed (including the posts, post bases and barbed wire)
- Please note that existing posts are not in the asphalt, they are in the ground next to the edge of the pavement (see attached photos).

All other provisions of the bid remain the same. The due date remains the same. Acknowledge receipt of the addendum with your bid uploaded to the MITN website.

-- ADDENDUM NO. 1 – ACKNOWLEDGEMENT – FENCE REPLACEMENT DPW –

COMPANY NAME Decima LLC

AUTHORIZED SIGNATURE  DATE 7/31/2023

PRINT NAME Alex Baloch TITLE President

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

8. AWARD OF CONTRACT: Engineering Division, re: for the DPW Fencing Replacement Project, from budgeted funds.

Doug Moore, Assistant Director of DPW presented this request to Council.

Councilmember Rob Donovic offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

Engineering
August 3, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE ENGINEERING CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2023 TRANSPORTATION ASSET MANAGEMENT PLAN; Engineering Division, re: same. (336-21 and 370-21)

BACKGROUND DETAILS

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) continue as our consultant for the 2023 Transportation Asset Management Plan. See the attached letter dated August 2, 2023 from OHM Advisors for the professional engineering services proposal.

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

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 in the amount of \$24,900 for Professional Engineering Services for the 2023 Transportation Asset Management Plan.
- Authorize an expenditure in the amount of \$24,900 from budgeted funds in Account No. 204-447-818-102 (Contracting Engineering Services).
- Authorize the City Engineer to approve minor adjustments in the work, as required.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 in the amount of \$24,900 for Professional Engineering Services for the 2023 Transportation Asset Management Plan.
- Authorize an expenditure in the amount of \$24,900 from budgeted funds in Account No. 204-

447-818-102 (Contracted Engineering Services).

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

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

n/a

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

\$24,900

DETAILED WORK BEING PERFORMED

Professional Engineering Services for the 2023 Transportation Asset Management Plan

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$24,900 from budgeted funds in Account No. 204-447-818-102 (Contracted Engineering Services)

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

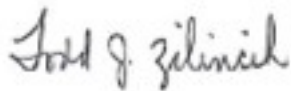
n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): n/a

ATTACHMENTS

1. 8-2-23 OHM Proposal for the 2023 Transportation Asset Management Plan (2)
2. CR 336-21
3. CR 370-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: August 09, 2023



Don Rohraff, Director of Public Works

Date: August 09, 2023



Michael Slater, Finance Director

Date: August 11, 2023



Paul Bernier, City Attorney

Date: August 11, 2023



Maureen Miller Brosnan, Mayor

Date: August 11, 2023

ARCHITECTS. ENGINEERS. PLANNERS.



August 2, 2023

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

Regarding: Transportation Asset Management Plan
 Proposal for Professional Services

Dear Mr. Zilincik:

It is our understanding that the City would like OHM to provide professional services for assistance with preparing a Transportation Asset Management Plan as required by the Transportation Asset Management Council. The following is our proposal to provide these services to the City.

We have prepared the attached Scope of Services, Schedule and Proposed Fees to assist the City with the effort necessary to complete this work. We have based our proposal on the terms and conditions of the current Professional Services agreement. The proposed project Supplements (A-C) for this project, as well as a draft of the Exhibit A, are included.

We appreciate this opportunity to provide professional services to the City and look forward to executing the plan that allows the City to maintain compliance with Public Act 325 of 2018. Should you find our proposal acceptable, please notify us and we will prepare the final documents for execution. Should you have any questions, please do not hesitate to give me a call at 734-466-4594.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Jessica Katers". The signature is written in a cursive, flowing style.

Jessica Katers, PE

CC: Don Rohraff, Director of Public Works
 Rhett Gronevelt PE, OHM Advisors

CITY OF LIVONIA**2023 TRANSPORTATION ASSET MANAGEMENT PLAN****PROJECT UNDERSTANDING**

Public Act 325 of 2018 lays out specific requirements for transportation asset reporting for local agencies. The Act requires agencies with over 100 miles of public roads to submit an asset management plan to the State. The CITY is required to submit an updated compliance plan to the Transportation Asset Management Council (TAMC) no later than October 31, 2023. TAMC has developed a series of tools that utilize RoadSoft and the City's PASER information to guide the local agency's reporting. OHM will utilize these tools, in conjunction with the historical information and past reports and analysis OHM has prepared for the City, to update the Transportation Asset Management Plan that meets both the requirements of PA 325 and the specific needs of the City.

CONSULTANT will work with the CITY to update the City of Livonia's RoadSoft Database with all previous road improvement projects and PASER ratings from the last three (3) years.

CONSULTANT will complete structural culvert inspections and input to RoadSoft Database.

CONSULTANT will then update the Transportation Asset Management Plan that meets both the requirements of PA 325 and the specific needs of the City.

WORK PLAN**A. Current Network Evaluation and Data Collection**

1. Work with the City to incorporate road improvement projects and PASER ratings from the past three (3) years into RoadSoft.
2. QAQC road ratings and treatments to ensure Roadsoft database is up to date and accurate.
3. Complete structural culvert inspections for the twenty-nine (29) culverts under city-jurisdiction and input collected culvert data into the RoadSoft database.

B. Transportation Asset Management Plan

1. Export the PASER data from RoadSoft into Microsoft Excel to portray the road network information in graphs as required by TAMC.
2. Import the graphs and information into the standard report template as required by TAMC and modify as necessary to meet the City's needs and meet PA 325 reporting requirements.
3. Provide a draft copy of the report to the City for review.
4. Finalize and submit report to TAMC to meet reporting requirements.¹

¹ Guidance for update requirements coming in August and may push back submission date to TAMC.



CITY OF LIVONIA

2023 TRANSPORTATION ASSET MANAGEMENT PLAN

CONSULTANT shall provide services for the tasks outlined in Supplement A according to the approximate timeframe below.

Key dates are shown in the following schedule:

<u>Milestone</u>	<u>Date</u>
Project Start	September 10, 2023
Data Collection and Review	Sept/Oct 2023
Draft TAMP Submitted	October 15, 2023*
TAMP Submitted to TAMC	October 30, 2023

*Draft TAMP to be submitted to Council for approval and final report will be uploaded once resolution is adopted by Council.



CITY OF LIVONIA

2023 TRANSPORTATION ASSET MANAGEMENT PLAN

The CITY agrees to pay the CONSULTANT on an hourly basis, billed monthly, per the 2023 Rate Schedule at the not-to-exceed amount of thirty thousand six hundred dollars and zero cents (\$24,950).

- Structural Culvert Inspections: \$19,900
- TAMP Report: \$5,000

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.



OHM ADVISORS 2023 HOURLY RATE SCHEDULE

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

Rates as reflected subject to review and adjustment on an annual basis.
2023 Public Rates 22-1118

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 Transportation Asset Management Plan

Dated: _____, 2023

This is an Exhibit to the Professional Services Contract dated December 1, 2016, and extended on November 22, 2021, between the City of Livonia, and Orchard, Hiltz & McClimment, 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 Professional Services for the 2023 Transportation Asset Management Plan in accordance with attached Supplement A, dated August 2, 2023.

B. PROJECT SCHEDULE

The Project Schedule is attached as Supplement B, dated August 2, 2023.

C. PAYMENTS TO CONSULTANT

CONSULTANT shall be paid on an hourly basis up to an amount not-to-exceed twenty-four-thousand nine hundred dollars and zero cents (\$24,900) in accordance with the tasks and payment terms on Supplement C, dated August 2, 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:



Zachary Hampton, PE

OHM Advisors

By: 
Rhett Gronevelt, PE

Its: _____
Principal

Approved:

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, PE
City Engineer

Approved:

Michael Slater
Director of Finance

Approved:

Paul A. Bernier
Department of Law

Pursuant to Council Resolution

No.: _____

Adopted on: _____

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

authorize an amount not to exceed \$35,750.00 from funds budgeted in Account No. 401-000-987-000 for this purpose.

#369-21 RESOLVED, that having considered a communication from the Assistant Director of Public Works, dated December 2, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, to which is attached a proposal to amend the Engineering contract between the City of Livonia and Hubbell, Roth & Clark, Inc. in connection with the Silver Village Apartments roof replacement, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute a contract amendment between the City of Livonia and Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48302, to provide professional architectural services for the design/bid phase and construction contract administration phase for the Silver Village Apartments roof replacement in an amount not to exceed \$25,731.00, comprised of the low bid of \$21,731.00, plus an allowance of \$4,000.00 for hazardous material testing, if necessary; FURTHER, the aforesaid proposal is accepted through the Qualification Based Selection Process, and such action is taken in accordance with Section 3.04.140.D.2.b of the Livonia Code of Ordinances, as amended; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$25,731.00 from funds budgeted in Account No. 296-831-987-000 for this purpose.

#370-21 RESOLVED, that having considered the report and recommendation of the Assistant Director of Public Works, dated December 2, 2021, which bears the signatures of the City Engineer, the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a proposed amendment to the Engineering contract between the City of Livonia and OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150, to provide as-needed professional engineering services for a period of five (5) years, through November 30, 2026, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached contract amendment between the City of Livonia and OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150, for a five-year contract extension to provide as-needed professional engineering services at the hourly rates shown in the attached General Services Rate Schedule, in an amount not to exceed \$200,000.00 annually; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$200,000.00 annually, from funds budgeted in Account No. 592-559-818-000 (Contractual Services) for this purpose; and the Mayor and City Clerk are hereby requested to affix their signatures to the aforesaid contract amendment, subject to approval by the Department of Law, for and on behalf of the City of

Livonia, and to do all other things necessary or incidental to the full performance of this resolution.

#371-21 RESOLVED, that having considered a communication from the City Planning Commission, dated November 12, 2021, approved for submission by the Mayor, which transmits its resolution #11-60-2021, adopted on November 9, 2021, with regard to Petition 2021-09-02-19 submitted by Livonia Gas Mart requesting to construct an addition and remodel the interior and exterior of the existing gas station (Mobil) at 31301 Plymouth Road, located on the southeast corner of Plymouth and Merriman Roads in the Northwest ¼ of Section 35, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2021-09-02-19 is hereby approved and granted, subject to the following conditions:

1. The Site Plan identified as Sheet No. SP1 dated October 6, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to;
2. All parking spaces, except the required barrier free parking, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required, and the number and location of the barrier free parking space(s) shall be provided at the direction of the Inspection Department;
3. The Exterior Building Elevation Plan identified as Sheet No. A2 dated October 28, 2021, as revised, prepared by Sketch Design Group, is hereby approved and shall be adhered to;
4. That all rooftop mechanical equipment shall be concealed from public view on all sides by screening that shall be of a compatible character, material and color to other exterior materials on the building;
5. Any new light fixtures shall not exceed a height of twenty feet (20') from grade at the base of the light and shall be aimed and shielded to minimize stray light trespassing across property lines or on adjacent roadways;
6. No outside storage, placement or display of merchandise shall be permitted;
7. Pursuant to Section 6.26(11), free air shall be provided and dispensed at the point of service without having to enter the station or perform any extra action to obtain the air without charge;
8. Vacuum equipment or the outdoor placement/storage of propane cylinder storage units is not allowed;
9. The sale of ice shall be restricted to the inside of the building;

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

9. REQUEST TO AMEND THE ENGINEERING CONTRACT WITH OHM ADVISORS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2023 TRANSPORTATION ASSET MANAGEMENT PLAN; Engineering Division, re: same. (336-21 and 370-21)

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

Councilmember Scott Bahr asked if there were financial implications of the City Engineer approving minor adjustments. Todd Zilincik stated there were not.

Councilmember Scott Bahr offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Engineering
August 21, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Sara Kasprovicz, Council Office Manager,

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 Wayne Road from Joy Road to Plymouth Road with the proposed City's participation to be estimated at 9.075%, in the amount of \$165,301.

BACKGROUND DETAILS

The Engineering Division is in receipt of an Intergovernmental Agreement (IGA) dated July 24, 2023 between Wayne County and the City of Livonia for the improvements of Wayne Road from Joy Road to Plymouth Road. The total construction cost for this project is estimated at \$1,821,500 with the City of Livonia participation estimated at \$165,301. 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 cold milling and resurfacing work along Wayne Road from Joy Road to Plymouth Road; including concrete pavement repair, 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 is planned to start in mid-August and completed in early November.

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 \$150,000 from funds budgeted for 2023 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 \$15,301 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 \$82,651 as a Working Capital Advance.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

- Authorize the Mayor and the City Clerk to execute this agreement for and on behalf of the City of Livonia.
- Authorize an expenditure of \$150,000 from funds budgeted for 2023 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 \$15,301 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 \$82,651 as a Working Capital Advance.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

n/a

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

n/a

DETAILED WORK BEING PERFORMED

n/a

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

- Authorize an expenditure of \$150,000 from funds budgeted for 2023 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 \$15,301 from the Unexpended Fund Balance of the Major Road Fund (202).

Please note that Wayne County has also requested a deposit check in the amount of \$82,651 as a Working Capital Advance.

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and

why, Consortium package, etc): n/a

ATTACHMENTS

1. S082123 IGA Wayne Road - Joy to Plymouth Rds Minutes
2. IGA Transmittal-Livonia WO 47166
3. IGA County and City of Livonia Wayne Road Joy Road to Plymouth Road WO 47166

APPROVED BY

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

10. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Wayne Road from Joy Road to Plymouth Road with the proposed City's participation to be estimated at 9.075%, in the amount of \$165,301.

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

Councilmember Scott Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT

Warren C. Evans
County Executive



July 24, 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 Wayne Road from Joy Road to Plymouth Road. If acceptable, please print 3 copies, sign and return with the City Council Resolutions approving the Agreement, plus a check for the working capital Advance of \$82,651.00.

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 to Wayne Road
from Joy Road to Plymouth Road**

Wayne County Work Order No. 47166

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INTRODUCTION

THIS AGREEMENT is made 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 Wayne Road, which is a COUNTY road located in the CITY (hereinafter referred to as the “Project”):

PROJECT DESCRIPTION

Hot mix asphalt cold milling and resurfacing work along Wayne Road from Joy Road to Plymouth Road including concrete pavement repair, concrete sidewalk ramp, permanent signing and pavement marking work; and all together with necessary related work.

WHEREAS, Wayne Road is under the jurisdiction and control of the COUNTY and is located within the CITY;

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, 2028 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 Ninety-Four Thousand Seven Hundred Twenty-Five Dollars (\$2,094,725), the current estimated Construction Work costs are \$1,821,500 and the current estimated Construction Engineering and Quality Control Testing costs are \$273,225, 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 18.15%.

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 \$82,651, 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
Attn.: Sami Khaldi

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/Licia Yangouyian
DEPT OF CORPORATION COUNSEL
(7/18/23)

7/11/2023

EXHIBIT A
Wayne Road / Joy - Plymouth

Participation In Estimated CONSTRUCTION WORK

Total Estimated CONSTRUCTION WORK Cost		1,821,500
Estimated Federal Aid	81.85%	1,490,898
LOCAL SHARE (After Federal Aid)		330,602
LOCAL COMMUNITY Participation		
Livonia	9.075%	165,301
COUNTY Participation	9.075%	165,301

**Participation In Estimated CONSTRUCTION
ENGINEERING and QUALITY CONTROL TESTING**

Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost		273,225
Estimated Federal Aid		223,635
LOCAL SHARE (After Federal Aid)		49,590
LOCAL COMMUNITY Participation		
Livonia		0
COUNTY Participation		49,590

SUMMARY OF COST PARTICIPATION

GRAND TOTAL ESTIMATED PROJECT COST		2,094,725
Estimated Federal Aid		1,714,532
LOCAL SHARE (After Federal Aid)		380,193
LOCAL COMMUNITY Participation		
Livonia		165,301
COUNTY Participation		214,891

WORKING CAPITAL ADVANCE

Livonia		82,651
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LETTER TO THE LIVONIA CITY COUNCIL

3.

Planning
July 13, 2023

MEETING DATE

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Petition 2023-04-01-03 submitted by Michael Morad, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

BACKGROUND DETAILS

July 12, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-04-01-03 - Michael Morad

Dear Council Members:

At the 1,201st Public Hearings and Regular Meeting held by the City Planning Commission on July 11, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#07-46-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm)7, be approved for the following reasons:

1. The Petitioner has voluntarily offered a conditional zoning agreement pursuant to MCL 125.3405 of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, that includes a statement of conditions for maintaining chickens on the property.
2. The RUF zoning is appropriate given the Petitioner's unique circumstances.
3. The proposed RUF zoning is compatible with the area's surrounding land uses.

4. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.

5. The proposed zoning change would allow the use of the subject property in a manner consistent with its size and location.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia Zoning Ordinance, as amended.

ATTACHMENTS

1. 2023-04-01-03_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: July 18, 2023



Maureen Miller Brosnan, Mayor

Date: July 20, 2023

Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications **must** include property owner's name, address and notarized signature. You are invited and encouraged to review your proposal with the Planning Department staff.

Date Filed: 4/25/23 Petition 2023-04-01-03

Site Address: 20180 westmore Sidwell 010 99 0008000

Requesting To Rezone Property From R2 To RUF

For the Following Reason (s) Legally and responsibly own chickens

\$620-

Applicant: Michael Morad Business/Company: _____

Applicant's Address: 20180 westmore City: Livonia State: MI Zip Code: 48152

Applicant's Phone # (734) 620-7148 Applicant's Email Morad9490@gmail.com

For fee computation, see attached Fee Schedule **Please provide the following information:**

- 1) **Legal Description** of the property to be considered. Paper copy must be clearly printed.
- 2) **Fully Dimensional Map (3 copies)** drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@livonia.gov

RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

Owner of Property: Michael & Megan Morad

Owner's Address: 20180 westmore City: Livonia State: MI Zip Code: 48152

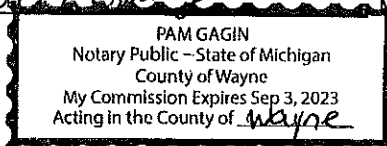
Owner's Phone # (734) 620-7148 Owner's Email morad9490@gmail.com

Signature of Owner: [Signature] Print Name: MEGAN MORAD

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

on this 25th day of April 20 23

Signature of Notary [Signature] My commission expires 9/3/2023



APPROVED AS FORM
Department of Law

By: Michael E. [Signature]

Date: 4/26/2023

UNAPPROVED MINUTES

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MINUTES OF THE 1,200th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, June 13, 2023, the City Planning Commission of the City of Livonia held its 1,200th 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:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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 2023-04-01-03

Michael Morad

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

Mr. Taormina: Thank you, Mr. Chairman, This is a request to rezone a single residential property from N2 (Neighborhood) to RUF (Rural Urban Farm). This is an unplatted property located east of Farmington Road and south of Eight Mile Road at the corner of Norfolk and Westmore Avenues. The purpose of the zoning change is to allow the property owners to keep chickens on their property. RUF zoning under Section 6.34 allows the keeping of animals including fowl on properties with one half acre or more of land. The RUF district also requires a minimum lot size of 15,000 square feet. The Morad's property measures 176 feet by 225 feet for a total of 39,600 square feet or 0.91 acres, which exceeds both of these requirements. In addition to the main residence and a detached garage, the site plan shows a small chicken coop that measures 7' x 7' along with a 13' x 7' fenced-in enclosure or chicken run. The chicken coop and the chicken run are located in the property's rear northeast corner. The applicant currently maintains roughly 16 chickens on the property. The surrounding area consists mostly of residential. To the north, the east and to the south are single family homes, most of which are part of the Folker's Farmington Acres subdivision. West, across Westmore Street, is the Pinebrook Office Park, zoned C-1 (Local business). The Livonia Vision Future Land Use Plan designates the subject area as low density residential. A little bit of history about the zoning of the property. Before Livonia became a city, the zoning of this part of Section 3 of the Township was AG (Agriculture). When the city was incorporated in 1950, with the adoption of Zoning Ordinance 60, the area was rezoned to RUF in 1961. Much of the north half of the Section was rezoned from RUF to a classification called RLA, which stood for Residential Large Lot. Then, in 1965 with the adoption of Ordinance #543, the RLA district became R-3. Finally, with the adoption of the Livonia Vision 21 Zoning Ordinance, now the Livonia Zoning Ordinance, the R-3 district became the N2 zoning. There have been two failed attempts to change the zoning of this part of Section 3, including the subject property, back to the RUF classification. The first attempt was in 1979 when a request to change the area from R-3 back to RUF was rejected. The second petition occurred in 1987, and that too was denied. In staff's opinion, concerns over the future effects of changing the zoning of this property could be addressed through a conditional zoning agreement, which, if voluntarily offered by the applicant, could impose limitations, such as the type and number of farm animals, how and where they're kept, as well as what happens should the applicants move. This conditional zoning agreement could be presented to City Council before the final adoption of

any zoning change. I will now read the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: We received a number of letters from residents. I won't read all of those, since each of the commissioners has a copy of those. I will just indicate how many...there were seven letters representing 10 homes that support the petition and then eight emails or letters were received, that were opposed. The first item is from the Engineering Division, dated May 12, 2023, 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 rezoning at this time. The subject parcel is assigned the address of #20180 Westmore Avenue. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. Per the submittal, there are no planned alterations to the sanitary sewer and water main services, so we do not expect any impacts to the existing systems at this time."* The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated May 19, 2023, 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 May 31, 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. As you noted, there are a number of emails and letters that we received from residents. Those are in our packet; we will receive and file those with the packet and it will stay with this item as it moves forward. So, we appreciate the people who have submitted those comments. Is there any questions for the planning staff from any of our commissioners, Dave,

Mr. Bongero: Mr. Chair, for Mark, so the conditional zoning, that'd be something we'd vote on tonight?

UNAPPROVED MINUTES

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- Mr. Taormina: It is something that you could include in the resolution, depending on the applicant's willingness to enter into such a thing. So, if the Commission seems that would be a plausible resolution to some of the issues involving this item, and there's a willingness on the part of the applicant to engage in a conditional zoning agreement, then it can be referenced in an approving resolution that would then be forwarded to City Council, and City Council would actually review the document before final adoption of any zoning change.
- Mr. Bongero: Okay, so then we wouldn't be talking RUF? It would still be in RUF?
- Mr. Taormina: It would be attached to the RUF zoning.
- Mr. Bongero: Okay, but with conditions that this is...you can only have so many animals, there's only this type, and that's it. Right?
- Mr. Taormina: Right. Again, keep in mind that these are conditions that have to be voluntarily offered by the applicant. They cannot be conditions that you impose upon the applicant and which they object to.
- Mr. Bongero: Okay.
- Mr. Taormina: That is a stipulation of the statute, which allows this to occur.
- Mr. Bongero: So, they would have to offer.
- Mr. Taormina: That is correct.
- Mr. Bongero: Thank you.
- Mr. Wilshaw: Thank you, Mr. Bongero. Good question.
- Ms. Dinero: Mark has...is there a precedent or has this ever happened where we rezone just one parcel in the neighborhood?
- Mr. Taormina: It's happened a couple of times over the years that I've been here, under various circumstances, sometimes involving non-issues of non-conformities. However, I cannot recall a rezoning case like this involving the keeping of animals. But that's not to say that it's never happened. In my tenure, which is now closing on 25 years, I cannot recall something like this.

UNAPPROVED MINUTES

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Mr. Wilshaw: Thank you Ms. Dinaro. Any other questions for staff? Mr. Ventura?

Mr. Ventura: Mark, at our study session, we had a discussion that the petitioner may have, by virtue of a prescriptive letter from a counselor, may have a right that supersedes any zoning to keep the chickens that they desire to have and this was being studied by the Law Department, and we're going to be guided by that if the Law Department gave us an opinion prior to tonight's meeting, how has the law department, if they have it all come down on this matter?

Mr. Taormina: I have discussed this matter with the Law Department, but they believe that the Morad's are doing the right thing by seeking the zoning change, realizing that their claim under the American with Disabilities Act (ADA) is probably one that could very well be upheld, and hence proceeding through the zoning change is the proper course of action to eliminate any non-conformities. What action would be taken if the zoning change is not approved? I can't answer that. I don't know, but the claim under the ADA is...could be a real one and the city may have to accept that.

Mr. Ventura: Regardless of the zoning?

Mr. Taormina: Regardless of the zoning.

Mr. Ventura: Thank you.

Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our staff? If not, our petitioners in the audience tonight. If you'd like to come forward, we'd like to hear from you. We'll ask that you start with your name and address for our record.

Michael Morad, 20180 Westmore, Livonia, MI..

Mr. Wilshaw: Thank you, Mr. Morad. Is there anything else that you'd like to add to what's been already said tonight?

Mr. Morad: No, I think guys have covered pretty good part of it as well. But, you know, we are willing to, you know, meet some conditions if necessary. As mentioned, as mentioned before, but you know, those would have to be discussed, but I mean, we're more than open to pretty much any, any conditions with it. We don't have roosters. We don't have any noise. You know, there's no noise early on. They are limited to the outside. So, we have an

automatic door that opens at eight o'clock every morning. So, they're not out, you know, very early, and that is you know, just respect to the neighbors and keep the noise down and whatnot. Not that they're very noisy. I know a few of you have stopped by and checked it out, and what you heard is what you heard and what you smelled is what you smell. They don't smell. We do follow the Generally Accepted Agricultural and Management Practices (GAAMP), which is like a practice from MDARD, about manure and things like that, and that's how we clean it out. I do clean it. The coop is cleaned every two weeks. It's kept clean. I live there. I like my backyard. It's a big property. I enjoy it. My son, our son, is out there and our next son will be out there. I don't want to walk in it. We try and keep it as keep as clean as we can. Friendly as we can for everybody else. We've had a lot of support from all of our neighbors. People we've never, you know, people we've never met before stop by all the time and want to check it out. Want to know what's going on, especially since that sign has been out there, but we've had just a outpour of support from people that live even on the other side of the neighborhood. They want them too, you know, they want to know how it goes because they want them too. I think they're a good thing. We also...I forgot to mention this last week as well. You know the waste in our house has gone down. All of our food scraps go into a bowl, it's all kept. Everything is kept inside of the coop as well. Nothing is put out into the run that's outside. Everything is kept into that coop. That door also closes at...I adjust it throughout the year depending on when daylight or when you know, when the sun goes down. Right now, it closes at about 9:45 So, everything is kept inside and nothing can get in there and we keep it that way. I don't want food. I don't want water out there. I don't want to track any other animals or any other issues. But we...all of our table scraps, all of our food scraps go right to them. So we've eliminated a lot of our, you know, just waste from our house. We feed them all kinds of different stuff, but you know we support local businesses. I always buy everything from Chap's, right off of Middle Belt, and I'll continue to do that for everything that I do around my house too. But especially the feed, and all the pine shavings for the bedding and everything else, try and buy as much as I can from them and support local guys. But any of the conditions, if anybody wants to discuss those, and we're more than willing. We do have 16 right now. I don't see that number going much higher. You know, as they get older, we'll probably, you know, phase new chickens in, so there will be, you know, a couple more here and there. But I don't see that number ever reaching 20. That was discussed also, how many chickens we

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can keep on an acre. That number is pretty high. We don't ever aim to reach that number. But, you know, we're well below the accepted number for keeping chickens on an acre. So that's about it.

Mr. Wilshaw: Okay, thank you. Mr. Morad, you've given us a lot of information. I think we might have some questions for you. Yeah. Let's see if there's any questions from any of the commissioners for our petitioner.

Mr. Bongero: Mr. Moran, I met you the other night, and I got a chance to see everything is nice and neat and clean over there. Explain with 16 chickens, how many eggs can you get? Like when they're really producing like...what's the amount of eggs?

Mr. Morad: That's dependent on the breed of the chicken as well. But usually, it's about, you know, one to two a day, could be three for some breeds that are really hearty to produce. During the summer months, right now, they're not old enough, we don't get them. But you know, as the summer goes on the next couple of weeks, we should start seeing them. But we'll probably see, like, minimum one to one a day from each chicken within the next, you know, a little bit.

Mr. Bongero: So, with that, do you intend on selling them or the extra eggs or

Mr. Morad: No, we do not sell. We you know, hand them out to families, friends, neighbors, pretty much anybody that'll take them, because we will end up getting overrun with them. We also, as discussed in the meeting last week, it's an odd thing but you cook them down and feed them back to them with the shells as well because the calcium helps them produce better and you know, larger eggs. So, we do that as well, once they have reached their shelf life on the, you know, on the counter, but they do last for a very long time...we don't refrigerate them, they last for a very long time on just the counter by themselves. As opposed to the ones that you buy from the store because they are washed from the store and when you don't wash them when they come right out, they are they have like a protective. It's not it's not there's nothing you can see. But it's like a protective layer that's on them. And as long as you keep that on there, they'll last for like three to four weeks on a counter.

Mr. Bongero: Gotcha. So, I know we talked about...the neighbor behind us they have chickens, and I never hear him and...but I do hear a rooster and it's hilarious. We don't mind. It starts about 430 in

the morning. He goes at night, and we laugh because we think...it's...I love him. I really do. But it came up and I asked you if you had any intention of getting a rooster because I could see where that could be annoying, but you would never have a new rooster.

Mr. Morad: No. My wife will never allow it either. Her uncle had one. It was not nice. They can be nice; They cannot be nice. It depends on the rooster, and it depends on the people that are around. But, you know, we don't want one. We don't want fertilized eggs, you know, but we just don't want one for just safety as well.

Mr. Bongero: So with that, and I'm done...you would consider Mark's offer of a conditional zoning?

Mr. Morad: Absolutely.

Mr. Bongero: Okay, thank you. Thank you, Mr. Chair.

Mr. Wilshaw: Any additional questions?

Mr. Morad: If there's anybody that I don't know who got a chance to stop by and, who didn't. You know, like David said he had stopped by yesterday, but I do have a printed picture. I don't know if you want to pass it around.

Mr. Wilshaw: You can hand it to Ms. Reece, and she'll pass it on.

Mr. Morad: So, this is what we have set up right now.

Mr. Wilshaw: That's helpful. Thank you. Yeah. Any questions from any other commissioners as that comes around?

Mr. Wilshaw: This is your coop, correct?

Mr. Morad: Yeah. That is the coop and the run. Yep.

Mr. Wilshaw: Okay. Thank you. And that's how that's how it's set up? That's how it'll stay.

Mr. Long: Thank you. You mentioned that the door opens automatically at 8am, and so I imagine they come out at their leisure.

Mr. Morad: Yes.

- Mr. Long: And then it closes automatically at different times depending on daylight. So, do you have to go out and corral them back in? Do they know that the doors...is there like a bell that goes off, like a five-minute bell? How do they know to get back in?
- Mr. Morad: It's takes a couple of weeks, but we just checked on them at night after I knew that door would close when we let the dogs out for the last time at night. I would just go out there with the flashlight really quick and check, and we had a few stragglers, but I still check out every night just to make sure that none of them get left out, then I'll put them back in there if need be. But the last two to two and a half weeks haven't had any stragglers outside. So, they just they kind of learn. They just learn.
- Mr. Long: I get it. So, they learn but you do have a check, so if for some reason you were out of town, what happens? I know there was some correspondence at your old neighborhood where people would keep an eye on them. So, what's your plan if you're not around?
- Mr. Morad: Generally, if we're not around, my mother-in-law does stay at our house because we have dogs just to keep them at our house because they're fenced in there. They don't have a fence at their house, and generally, if we're gone, she's probably staying with our child. So, usually there's somebody there. We don't really plan on taking any long vacations, but we would have, you know, a friend sit over as well, to watch the dogs. We don't board our dogs. So they're at the house.
- Mr. Long: If we, I guess this is to Mark, if we change the zoning to RUF, his pledge not to have roosters notwithstanding, he could have roosters if it was changed to RUF. Is that correct?
- Mr. Taormina: Well, any violations of a conditional zoning agreement could be reason for the zoning to revert back to N2.
- Mr. Long: So, if we had that in the conditions, that he couldn't have a rooster, then that would be a violation, but if we just change it to RUF, he could have roosters. Is that correct?
- Mr. Taormina: Yes.
- Mr. Long: So, if we just made a unilateral change without any conditions, then we're opening the door to that he may not want them, but the zoning would be changed, and the next person might come in and decide that they want it.

Mr. Taormina: Right.

Mr. Long: So, we definitely need safeguards if we're going to...

Mr. Taormina: That would be my suggestion.

Mr. Long: Okay. Thank you. Thank you, Mr. Chair.

Mr. Wilshaw: Thank you, Mr. Long, and correct me if I'm wrong, Mr. Taormina. If we're going to do a conditional rezoning, that occurs at the City Council level, that's not something that we will really noodle out at this stage of the game, because it's the petitioner that has to offer the conditions such as, I will not have a rooster, or I'll only have 20 chickens or whatever they choose to offer. They will have to offer that to City Council. So, at our stage, we can't really...we won't see those conditions.

Mr. Taormina: You could if you elect to postpone this to receive a draft of the agreement. Otherwise, you could recommend to City Council that a conditional zoning agreement be considered as part of this zoning change and list some of the items which the applicant has agreed to.

Mr. Wilshaw: Okay, and then that way, at least there's a record that can move on to the council. So, they have an idea what we're looking for.

Mr. Taormina: Right.

Mr. Wilshaw: Okay, Mr. Long.

Mr. Long: Okay. Well, that's certainly one way to go. I guess another question would be then also, if we denied it, the petitioner would have 10 days to appeal to City Council, and they could come up with the regulations that they're willing to submit to, as part of their...

Mr. Taormina: Well, yes. Because this is a zoning change, it automatically goes to council, so there would be no need, regardless of what your decision is tonight. It's going to automatically go to the council for a second public hearing.

Mr. Long: Thank you. Thank you, Mr. Chairman.

Mr. Wilshaw: Thank you, Mr. Long. And I think those discussions are helpful for the folks in our audience as well to have a feel for how this is

going to proceed. We are a recommending body and we're going to make a recommendation of this zoning, either for or against, which will then go on to City Council. So, you're going to go through this whole process, again, have a public hearing and a vote at the council level as well. So, you understand as a petitioner and also anyone in the audience who's following this item. Any other questions? Ms. Dinaro.

Ms. Dinaro: This is for Mark. This is probably for you. If we do conditional rezoning, could we make it so it doesn't run with the land? It reverts back after the sale of the property.

Mr. Taormina: You cannot do that. He can offer that, and you can accept it.

Mr. Wilshaw: Got it. All right. Thank you for that question. Any other questions for our petitioner or our staff Mr. Ventura?

Mr. Ventura: So, we're trying to get this done, but it appears to me and I'm saying this to you, but it appears to me and Mark, I'd like you to chime in here, that you have not come to us tonight with a petition with conditions, number one. Number two, we are precluded from offering conditions to you. We just can't sit here and say, we're going to approve this with the following conditions. That's not within our power, so we're in a position where we can deny you tonight and you can then go to the City Council, because you're automatically going to go there with conditions that you would offer to them, or we could do something called tabling this tonight. You could then consult with Mr. Taormina and the planning staff to come up with the conditions that you would be willing to live with and then you'd come back to us in a week or two, and we would then have the opportunity to approve you with the conditions that you've had worked out with Mr. Taormina and the planning staff. So, have I said anything wrong or...?

Mr. Taormina: No.

Mr. Ventura: So, I guess what would you like us to do tonight? If a straight-out approval is not...

Mr. Morad: Yeah. So, we would have to have conditions, like written out for you guys, correct? It can't just be like....

Mr. Ventura: It would have to be part of our documentation offered to us by you as part of your petition.

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- Mr. Morad: Okay. Yeah, yeah, I'd like to do that.
- Mr. Ventura: So, you would prefer that we table it tonight and give you an opportunity to do the conditions and then come back to us. Is that what you're telling me?
- Mr. Morad: Yes.
- Mr. Ventura: Okay, thank you. Thank you, Mr. Wilshaw.
- Mr. Wilshaw: Thank you, Mr. Ventura.
- Mr. Long: I wanted to make sure...that's fine, we can do it the way that you agreed to with Mr. Ventura. That will slow the process down as long as you're okay with that.
- Mr. Morad: I mean, if that gives us the greater you know, you can...
- Mr. Long: That way you can have a yes recommendation, potentially, have a yes recommendation from us, but either way, City Council will still have the final say.
- Mr. Morad: Yeah, yeah. No, that...Yeah, that's fine. I understand that but that's totally fine.
- Mr. Wilshaw: Thank you. I would make some joke about getting his ducks in a row, but there are the other questions from the commissioners.
- Mr. Caramagno: So, Pete and Glenn, I heard what you said, and it seems logical to go that route, no doubt about it. What also seems logical and reasonable to me would be, you have a split decision in the neighborhood, it sounds like there. You've got seven or eight for you, seven or eight against you. I would...I think you should go back to those neighbors and come up with an understanding that maybe you can swing a few more that don't oppose you. This is a good opportunity to have a conversation and say, Listen, I'm not trying to build a zoo here. I'm trying to keep 15-16 chickens, and nothing else. No llamas, no cows, no goats. And, you know, you might have neighbors with dogs that are gonna be barking at these chickens all night long. There might be more to the story here that you can do to appease some of your neighbors and have a friendly resolution for this, and then again, maybe not at all, but I think it's a good opportunity. Even the ones you don't like, and they don't like you, and to try to have a conversation, a conversation. Maybe you come to some agreement.

Mr. Morad: I just have one. How do I...do I get the letters that were sent in to you guys? Or how do i...they are public? Because I have no idea how or who sent letters who did I mean?

Mr. Wilshaw: It's all public record, we can get to that you.

Mr. Morad: Okay.

Mr. Morad: So, my only other question is regarding the letter from my wife, which we had discussed last week. I obviously have done a lot of research on this before doing this, and we had...I've read other cities doing this as well, and other people going through this, you know, and I think it was Sam that said it and I think I remember it was Peter, you guys said well, this letter basically covers you, but couldn't really get a straight answer. Is that so if this all gets denied, does that letter cover us or are we just going to be kind of poked by the city or is that just we're not going to answer that kind of deal?

Mr. Wilshaw: I'll try to answer as best I can. I'm not a lawyer by any means.

Mr. Morad: I get it. I know like I said I had talked to...

Mr. Wilshaw: This is not legal advice by any stretch of the imagination, but if the city was to deny this process all the way through, you go through City Council and you get denied, what we've heard is that you may have an opportunity to under the Americans with Disabilities Act to have a valid case. In which case, my understanding is then you would essentially have to sue the city. Am I correct, Mr. Taormina, in saying that he's going to need some sort of a judgment to say, Hey, we've looked at this, and this is in fact a valid ADA situation, or is it that it's just something that the city accepts as a ADA exemption? I don't I don't know exactly how that...

Mr. Taormina: I cannot predict what would occur under those circumstances. It could be either. If the city continues with enforcement, then it could very well result in some type of claim against the city including litigation. If, on the other hand, the city chooses not to, with the belief that they do have a valid claim, then, then maybe it rests there.

Mr. Wilshaw: Right. So yeah, so I guess an analogy would be a person who puts a structure in front of their house for a ramp for a wheelchair, and the city says, well, you can't do that. That's a

violation of some sort of building code or something, and then they come back and say, well, I have this medical condition that says, I need a wheelchair and ADA protects me and the city says, Okay, we accept that and then the issue becomes moot at that stage. It's kind of a similar situation, is it not?

Mr. Taormina: Yes. However, I would submit that when it comes to structures, it's probably more 'black and white' than an issue like this involving an ADA claim. This is probably more of a gray area. But yes, there are similarities.

Mr. Wilshaw: Okay. So not a great answer for you. It's not a clear answer, I guess, but that's the best I can do.

Mr. Morad: I appreciate it, and like I said, I've talked to a lot of people bought it, I've also, you know, I've reached out to the Emotional Support Animals of America, talked to them, and figured out what I need to do with them as well, because they help, you know, support people like me in these cases, and I did talk to them a lot about it for quite a while. So I would have to register with them, and they would, as well, you know, back us and support, you know, the owners and people who have them registered and whatnot.

Mr. Wilshaw: Yeah, I think it's at least safe to say that the evaluation of the medical necessity and the ADA aspect of this is not a point that lies with us. It's not for us to decide, and it's probably not for this council to decide. It's more than the enforcement end of things and that's basically...

Mr. Morad: We just didn't want to be, you know, having a knock on the door every week about it. Oh, you're not allowed to have these? Oh, exactly. Okay, see you next week, Dan. I have dealt with Dan in zoning quite a lot already. But, you know, I just didn't want to have to deal with that. That's, you know, that's why we're here. We're just going through our processes and do what we've got to do.

Mr. Wilshaw: We appreciate the fact that you're going through the process.

Mr. Morad: We are doing what we got to do and, you know, we just want to do our thing on our property.

Mr. Wilshaw: Oh, I understand. Is there any other questions? I

Ms. Dinaro: I have one more question, Mark. If we...If this does get denied, wouldn't the next course of action be to get a variance from the zoning board?

Mr. Taormina: If the City Council denied this? The Morad's could choose to seek a use variance through the Zoning Board of Appeals. That would be up to them. We cannot force them to file a request for a use variance.

Mr. Wilshaw: Excellent question. That lets you know that there are certainly, at this point, still many paths that this can go toward denials, toward approvals, and so on and definitely we'll see where things go as we continue on. So, that's a good point to bring up. Any other questions, comments from any of our commissioners, before I go to the audience? I think we've exhausted our questions up here. Mr. Morad, if you would like to take a seat for just a moment, I'll see if there's anyone else in the audience wishing to speak for or against this item? If there is anyone, please come forward to our podium? Got a couple of folks coming forward. Good evening, ma'am. Again, we ask you start with your name and address.

Pauline Shots, 33233 Norfolk Street, Livonia, MI. I am across the street from them. I don't hear the chickens. I've been in their yard. I get migraines, so all smells, all sounds are very excruciating for me, and I've not ever smelled the chickens, even when I'm back at the coop. So, they've opened the coop, the chickens have come out, and I've not smelled anything. I also would be willing to check on the chickens if they're out of town and their dogs. So, I'm right across the street, I'm married, so my husband and I would take care of helping them with those things. And we don't have any issues. They've done a lot of improvements in the house, on the yard, everything looks great. It's at the very back of the lot. It's like not interfering with anything. So, I'm not sure why we're having a meeting, but, you know, it's just I know we have to do those things. But there's not a problem. Actually. I don't know why we're here. Okay.

Mr. Wilshaw: I appreciate your comments. Thank you for speaking. Anyone else wishing to speak please come forward.

Teresa Fredericks, 33333 Norfolk, Livonia, MI. Right across the street and right next to this woman is our condominium, Pinebrook condominium. We have seven units there, and many of the neighbors like Mike and Meghan, I believe they moved in about two years ago, a year ago and I met them, people like them, but

I would urge you to deny this because we are concerned about vermin and wildlife. I have personally seen rats, not in the last three or four years, but I one time saw a rat walking right across the street in front of her house toward their property. They didn't live there then, and another time I saw a rat, right nearby within about 20 feet. We haven't seen rats. I haven't seen any rats lately. I haven't heard of any, but we have had constant battle. I've lived there 26 years since 1996 when they were built. We've had a constant battle with raccoons and have cost us a lot of money to rebuild our roofs to clean out our attics and reinstall insulation. We have animals around there. We had foxes breeding in the back of our property. We have deer, they're eating things. We don't need any more wildlife in the area, and we're concerned that it will just attract more animals to the area. We don't need any more. Another thing we're concerned about is that if it's rezoned, is it going to be limited to chickens? I think under the law, they've could have goats or whatever. We definitely...if they do have...if they are allowed to have anything, we need restrictions. Also, if the property is transferred, how do we know if the new owner isn't going to bring in goats or whatever, it's a residential area. It's really a nice area of different homes. There's one block down from us that has a...it's a beautiful block to walk along. The whole area's residential except for the medical complex that is just to the west of them. So, it's definitely just a residential area. And I would ask that you deny it. Thank you.

Mr. Wilshaw: Thank you for your comments. Anyone else in our audience wishing to speak to this item? Gentlemen, please come forward. You can line up if you wish to make things faster. It's okay. Good evening.

Laura. Sokana, 36055 Ladywood Street, Livonia, MI. And you probably want to know why someone on Ladywood would be concerned on Norfolk. A couple of reasons. They're my children. I am the mother-in-law, and there's a couple of things. I would be there. We've had chickens before. We've had chickens in Livonia. I grew...my family has been here in Livonia since 1966. Went back and forth on Norfolk to Tyler School for seven kids. So, I'm quite aware of the whole area, and I'm quite aware of the animals that would be attracted, but she's saying rats. Well, you can't control rats when you have a restaurant, so she needs to be concerned in some other areas, first of all. Secondly, the raccoons, the deer, whatever comes in, we are in progress. I grew up at Eight and Gil before Eight and Gil was even Eight and Gil. Timothy King was found there. Okay. So as far as these

two, they take care of their yard, they take care of their children, their child, their future children, child, children, because I'm going to be having another one. And I'm there quite frequently. So, I just have to say their progress in that area. They're making it nice and clean. The only thing that's there right now would be the commercial would be from the office buildings to Eight Mile. Everything is residential. Yes, but it could very well be rural, and I do have to say that people need to listen. People need to not make judgments, and as far as the ADA is concerned, it's very real, and as I'm sitting back here, and I'm seeing headshakes. Don't make that judgment until they know. Thank you.

Mr. Wilshaw: Thank you. Anyone else wishing to speak? Please come forward. Gentlemen.

Anthony Tiberia, 36876 Ravenwood Drive, Westland, MI. I've known Megan and Mike Moran for about 10 years. I've known them for about 10 years or so before chickens and after chickens and both residences. They do a very good job, not only with the way that they keep the chickens, how they maintain them, as well as their property. You know, their goal has always been to have this type of land to be able to do these types of things. They bought a property that did need lots of work, and it didn't have the greatest curb appeal. They've done a very good job of not only adding to the home's value, but also the subdivision value that they're actually in. There's more than just how it's zoned. You want good neighbors like them to be able to take care of their property, maintain it and provide value even added value for their homes as well. They do a very good job, they're very responsible people. If he tells you that he's going to set conditions with you, he's going to stick to them. You're not going to have to go back and visit to find or assess again. They've done a very good job of the property currently. There was many overgrown bushes, trees and everything. You couldn't even see the house, and like I said, it's really added value, and if you guys do come to an agreement, maybe table it for another time. They have no problem meeting the conditions that you either suggest or they come to terms with Thank you.

Mr. Wilshaw: Great thank you for speaking. A gentleman's coming behind you Good evening sir.

Ron Irvin, 20181 Shadyside, Livonia, MI. Yes, there's always been a restaurant there and there's always been some kind of rats, but we did have an incident where another neighbor down the street did have rats or had chickens and the place was loaded with rats

and the city ended up coming in and shutting them down. So yes, there's will be rats or will be raccoons but this is going to increase the numbers, and as far as the smell and stuff like that, I know it's...it all depends on the wind but it will be there and I bought property in the city. I didn't buy it in farmland. So, I would...my vote would be for denial. Thank you.

Mr. Wilshaw: Thank you, Mr. Irvin. Any other folks wishing to speak for or against this item feel free to come forward. Good evening, Miss Moran.

Megan Morad, 20180 Westmore Street, Livonia, MI. I know that the rats have been brought up. There are a lot of things that chickens are rumored to do, but they kill rats. There are farms that have chickens strictly for that problem, and I have seen firsthand what these chickens will do to not only rats, but raccoon and chipmunks and squirrels. The whole reason why we started with this chicken venture in our old home, was because I do suffer from a mental illness, and it was suggested that I try coming back to nature to help what the medication can't compensate for. It has helped me. it has helped me not only have a routine and have more respect for the people and the wildlife around me, but it's also helped my family and I come together, and not just my husband and my son. We've got family from 10 years ago that, you know, friends. We learn new things every day about how the circle of life happens, and it just teaches us that you need to be respectful for one another, and yeah, you can be worried about the rats, you can be worried about the animals that come. Chickens aren't going to affect raccoons, or foxes or deer that have been there longer than we have, but what the chickens will do is make sure that the rats stay away. Now, I know, Ron mentioned that there was a gentleman further down the block that had them, and it posed a problem because they were bringing rats in. There is a little more history on that. He let them free range. They were in and out of the garage, three houses down. There was another gentleman who had turkeys in between those houses and there was a woman who fed squirrels. We do not plan on ever letting those chickens out of that coop out of that run. Like my husband said, we love our yard, and we like to enjoy it. We also have an unorthodox hobby that happens to help me find peace in life. So that's all I wanted to say. Thank you.

Mr. Wilshaw: I appreciate your comments. The gentleman wishing to speak. Good evening, sir.

Paul Vanderplow, 20095 Shadyside, Livonia, MI. First, sir, Mr. Morad, I thank you for being educated. It was a very well-done presentation, and while this kills me to even insinuate that we should be able to tell people what they should do or not do on their own property. The only thing I guess I had questions with were some of the open-ended statements of "we don't see ourselves going above 16. We don't see this", quite frankly, if he is educated as he is and responsible as he is, that's great. I've been around long enough, and I've worked in enough cities to where, unfortunately, the next owner or something kind of creeps out away, and now we don't have 16, we have 100. I'm not saying he will do that. I'm not saying even insinuated that. Unfortunately, I've been in too many properties where it started out with good intentions. And then it flies, no pun intended, it flies out of control. So, if it was me and against her, I never want to say what you can and can't do on your own property, but in this kind of setting in the neighborhood, there would almost, I would think, it would be a lot more plausible if there were some restrictions on it to where those open-ended statements are closed. To where it isn't and I only plan on doing 16 it becomes something else. So, for me, I'd just like to hear a little tighter control on it, and again, not for Mr Morad, but anything in the future, you know, so it doesn't balloon out of control. But thank you for hearing me. Appreciate it.

Mr. Wilshaw: Thank you for your comments. We appreciate that. Anyone else wishing to speak on this item? There's one more person coming.

Mr. Wilshaw: Good evening, ma'am.

Maria Stanulet, 20055 Shadyside Street, Livonia, MI. I want to say that a lot of the neighbors in that area do have a lot of land, and we can all petition the Council to raise animals and have our area result like Mike did. We live in more than half an acre. All my next-door neighbors have half an acre across the street we all have...they all have one acre. If we all decide to do that in the middle of a city and start raising animals, what will this turn into? My neighbor do that, I'm gonna go do that. Because we live in a residential area. Like somebody said, we bought our homes in the city. If we wanted to live out there in the land, in the farm, I would have bought my home in the farm. So even though the chickens are restrained, and he said 16 chickens, maybe 20, they give on an average of what, one or two eggs a day, let's say 25 eggs a day, times seven days a week, divided by 12, you

get like 15,000 eggs, and he's not planning on selling. That's a lot of eggs to give your family and that's your problem, what you do with the eggs, definitely, and I do worry about rats, and raccoons and groundhogs because I have seen big holes in my yard, and I do not know where they're from. We try to maybe, they could be a possums, they could be raccoons, I don't know what the holes are, and I'm trying to find out what they are. With chickens and their poop...and he said he cleans them every two weeks. I am afraid, cleaning them every two weeks, 16 chickens, 20 chickens, that's a lot of trash. So obviously, we are probably going to have some extra animals that are going to migrate into other people's yards and into other people's trash cans, even though they're covered. Raccoons are notorious for taking trash for taking covers out. Rats do the same thing and I just don't want to see a city area turn into something like a farmland and I understand it is for your mental health, I understand that, but I also am concerned about what's going to happen with the neighborhood. If a rezoning is possible, other neighbors might come around and ask for rezoning also, and we don't want maybe what might not happen. But that can happen not now, maybe three years from now, five years from now. And that's my concern. Okay,

Mr. Wilshaw: Thank you for your comments. Anyone else wishing to speak for or against this item? I don't see anyone else wishing to speak for or against this item. Mr. Morad, is there anything else that you would like to state before we make our decision? I always like to give the petitioner the final word. Thank you. We don't want to I just want to preface it by saying we don't want to engage in debate between things, but if you want to address anything that was brought up feel free, just don't personalize it.

Mr. Morad: Yeah, no, no, I mean, I, I see where everybody's coming from, and I understand it, but I have cameras up, they go off, if anything comes near it. They've been out there for two, three months. Yet to have any incident with animals. And again, the one down the street that was probably more of a hoarder situation that was going on than a actual what we're doing, I understand that people are worried about, you know, other things, but there are other houses in our neighborhood that are zoned RUF already. They have stopped by. They have chickens. They're already in the neighborhood, and whether or not everybody back here knows that, they're there. That's how quiet they can be. That's how discreet they can be. They might not have as many...I know of somebody else that has 10. He's on the other side of the neighborhood, but they are zoned that

way. They have them and even in...like I said, where we used to live, Plymouth and Inkster, there was a few houses over there zoned RUF that had them, as well, and there were others that were not zoned RUF. You know we take pride in what we do with everything, and I think that about covers it. But you know, we try and keep up on them as much as we can, and I understand where everybody's coming from, but everybody in life has different goals, and unfortunately, I can't live where I want to live an hour and a half away from work, but you know, things happen and life's gotta go on. But I think that's about it.

Mr. Wilshaw: Thank you. Mr. Morad. Is there any other questions from any of the commissioners of our petitioner? Before we make our decision? I just want to give one more opportunity in case any issues were brought up. I don't see any questions from any of our commissioners. So, thank you for coming this evening. I'm going to close the public hearing. You can go ahead and have a seat and a motion would be an order from our commission.

On a motion by Ventura, seconded by Bongero, and adopted, it was

#06-35-2023 **RESOLVED**, that pursuant to a Public Hearing having been held by the City Planning Commission on June 13, 2023, on Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm), the Planning Commission does hereby table this item to the meeting of July 11, 2023.

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, Chairman, declared the motion is carried and the foregoing resolution adopted.

A roll call vote on the foregoing resolution resulted in the following:

AYES:	Dinaro, Bongero, Ventura, Caramagno, Wilshaw
NAYS:	Long
ABSENT:	None
ABSTAIN:	None

UNAPPROVED MINUTES

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Mr. Wilshaw: Please get in touch with our planning staff and they can work with you and on that, those conditions. Thank you for coming. Thank you and everyone else for coming tonight on this item and if you want to follow along, you can come back on July 11.

UNAPPROVED MINUTES

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MINUTES OF THE 1,201st PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 11, 2023, the City Planning Commission of the City of Livonia held its 1,201st 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:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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 #5 PETITION 2023-04-01-03

Michael Morad

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

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

#07-45-2023 **RESOLVED**, That the City Planning Commission, on July 11, 2023 on Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest $\frac{1}{4}$ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm), does hereby remove the item from the table.

Mr. Taormina: At the last meeting, this item was tabled when it was suggested that the petitioner consider entering into a conditional zoning agreement with the City. The petitioner is voluntarily offering a list of conditions with respect to the keeping of chickens on the property. These conditions would be incorporated into an agreement with the City. The draft of the agreement has been reviewed by the Law Department. While they have reviewed it very generally, the final version would still require their approval before going to City Council prior to a second reading and vote on the rezoning. We went over the eight conditions at the study session. We can recite those again, if you want. There was one change to condition no. 4 of the agreement regarding keeping the chickens in the coop and run, except at times when the owners are home and with the limitation that they not be allowed to leave the property.

Mr. Wilshaw: Okay. Thank you. Mr. Taormina. Is there any questions from any of the commissioners for our staff? I see no questions. Our petitioner is in the audience tonight. Feel free to come forward if you would like to. Obviously, we're not going to go through the whole process of your request again. We're just going to see if you have any updates or additional information you'd like to let us know about. Good evening, sir.

Michael Morad, 20180 Westmore, Livonia, MI. Good evening. Just a few points to go over. So obviously over the last couple of weeks we have been working with Mark, you know, making all these terms and conditions and he's, you know, helped me write them up and make them you know, agreeable and easy and what I feel is pretty fair to everybody around us and everything else. It's been three months that they've been outside, not a single animal has been around. I had mentioned it last week because I did forget to mention that the first meeting. I have motion lights on the west side of it of the coop that go on at night automatically if anything obviously walked by it. That seems to help to scare off

anything. The run that is the fenced in area on the outside where the chickens are outside, that I placed and then I dug a foot trench all the way around it and there is chicken wire stake down into the ground so nothing can dig in or just crawl under the run and walk right in there. I filled it with sand and it spills out the side of the chicken wire just a little bit because I don't have a border around it yet. There's not a footprint, paw or anything. Nothing has touched it in three months. And like I said I have cameras out there. I have not seen a single animal besides deer get within 15 feet of the coop and run and that was Friday. We sat back and watched one just mosey around the back and then take off. Nowhere near didn't make any noise. You know, I heard a few people mention noise and things like that. The guy who lives north right behind us, he didn't even know that they were out there because he couldn't hear him until I showed him just the other day, he had no idea. And then it was mentioned also the letters that we had received. I haven't got time now to go through those and read them. I tried to reach out to a few people. I spoke with one lady, Maria, she was up here, she spoke last time. She agreed she had said...she's not here tonight, but she said that she has no issues with it, as long as we keep it clean and stuff like that, you know. There was other things that she had concerns about but, you know, we just moved on to this property. We've been here for a year. It was basically neglected for, I would say 10 to 15 years, they were elderly, they did not take care of it. We've done nothing but clean this property up in the last year with what we have, you know, so we've gotten a lot of compliments on what we've done with this house and how it looks now compared to what it used to look like. We've had people walk by and tell us they didn't even know there was a house there, because there was so many bushes, and trees and shrubs and everything else covering it up. So, it's nice to hear that from, you know, the people around. But also there was, you know, within the letters there was, I think you guys had mentioned there was eight, no and seven yeses, and there was two more that were sent in. One of the people that sent the letter in Mark said he couldn't find it. They are here tonight. The other one, I do have it. I never got back with Mark on that, but I do have that one, too. Two of the no letters were from the one person actually there were like two sets of them. One person sent into two letters, and another person sent in two letters. So and that we know that wasn't really conveyed in the first. In the first meeting as well. They just said there was eight letters, which there was but six people. And I think that's about it. I mean, we just started getting eggs on Fourth of July. Got our first one. Got three today, a couple

throughout the week here and there. It's night activity now with the kid. We go out there when I get home from work, go check on him and let him in there. He goes and grabs them, put them up on the counter. Put them away and he loves it. You know, and we've had a lot of people come by. One of the things...and I do intend to reach out to him to the west, we do have the commercial building. Right on the other side of the berm that's right there is a dumpster and in his letter he had talked about how he is opposed to it, but he's concerned about the waste or the smell or anything else because there's medical facilities in there, and I can understand that, but when I mow my lawn, and I have to pick up 10,15, 20 masks every day, every week out of my lawn, I have a little bit more of an issue than them being out there. I think that's a bigger health risk. I have no idea what's coming out of those dumpsters, I have to pick up all kinds of stuff. That's overflowing from these dumpsters, they stink, they smell. They smell worse than this chicken coop does, I can guarantee you that on a 90 degree today. That dumpster smells worse, because I've yet to smell it. I've yet to have anybody smell anything that comes back there. They'll tell me how clean it is. And Dave stopped by and looked at it and I've opened it up for people, they've had no issues. So, we just want to reiterate that point. But other than that, I got nothing. Nothing else to say unless anybody else has any questions. You know, there was a terms and conditions you got I think you guys have all gone over a mall. But I think they're pretty fair.

Mr. Wilshaw: Yeah, without reading them all out it just for the sake of the any resident that's following this information. You did submit a list of conditions. There were eight of them and basically limiting the number of chickens, limiting it to chickens no roosters, and that the property will be maintained and cleaned and all those types of concerns that were many of which were raised at the at a previous meeting. So, you've been very cooperative and trying to address each of those concerns. I didn't mention at the beginning but we did receive I think one or two other emails just recently on this item. There was one I think just the other day from Kathy Wiltsie that came in. So, we do have those pieces of information as well. So just wanted to throw that out there. Any questions from any of our commissioners for our petitioner? He has answered every single question we've asked. So very good. anyone in our audience wishing to speak for or against, feel free to come forward? Again, we have already conducted a public hearing and listened to many issues. So try to keep it to new items if possible. Hello, good evening.

UNAPPROVED MINUTES

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Mark and Karen Rocheleau, 20245 Shadyside, Livonia, MI. We are one of the neighbors that touch Mike's Morad's yard and our other neighbor, Henry Fan, and Dr. Cathy Morris, all three of our yards. We touch both of theirs and Mike's yard. We have not smelled anything or heard anything. I have two dogs and they don't even bark at the chickens. I haven't heard them. I haven't seen them. So, we have no problem with them having the chickens. It's a very nice chicken coop we seen it. They keep it clean and nice. And I've talked to both of our other neighbors and they have no problem with that either.

Mr. Wilshaw: Well, thank you for your comments. Appreciate you coming forward. We have another resident who would like to speak.

Mr. Wilshaw: Good evening, ma'am.

Diane Richmond 33341 Norfolk, Livonia, MI. I sent an email but I didn't get any responses back because I did have some questions and that and my biggest concern is health. My father contracted of fungus from chickens, and spores are out there. When feces is out doors, and it's in the air. It's a big concern of mine. And I've read up on this a lot. And there are a number of different health issues. Is there anything that the City of Livonia does to monitor people who have chickens like this in the city? Can anyone answer that with the Health Department? I'd like to find out?

Mr. Wilshaw: I cannot definitively answer your question other than say that I don't think the city does health inspections of the chickens. I think that would be incumbent upon the state health department if there's any issues. So that's the best answer I can give you.

Ms. Richmond: Yeah, I'm just very concerned about that fact. And that I live right across the street almost from them in a condo complex and that. We have been, as my neighbor next door last time spoke, we have been riddled with raccoons, we just spent over \$1,200 on repairs for raccoons. This time of the year, they're not out but trust me in the winter, and in February and March they want to get inside and any way they can get in and I had a den of foxes with five knits born in my...right in my complexes. It's a condo complex. You know, so there is a concern because I've probably over the 16 years that I've lived there, we've probably had to spend about 18 to \$20,000 on having repairs done because of animals getting into our, our attics and that and damage to our property. So, you know, I just feel that this is something that you know, and I have a daughter that lives in Ferndale, one

neighbor over for her, I had chickens, the first couple years, they took care of them. And then after they lost the excitement, it was horrible trying to get them out of the neighborhood. That took a long, long time and that and I just don't want to see that happen, you know, in our community too. So, I'm, you know, I'm on the fence if the health department can answer my questions because it is a serious concern of mine. You know that. You know, I raised kids. I was former teacher. They're all excited when they get them. They're cute, they're everything but then after you have for a while and you had to keep them clean and take care of them all the time, it can many times be a different story. So, I just wanted to...I haven't voted either way, but this is the concern I would really like to find out from the City of Livonia and the Health Department what protections we have as residents here. Because my father was not a farmer, he lived in the city. And because the neighbor had chickens, that's how he contracted it, and it did ruin his life. So, you know, I just wanted to find out if you can give me some some answers to that. But I just that's, that's my point of view. And how long do we have before we can decide on this?

Mr. Wilshaw: Well, it's for us to decide tonight and then this will then go on to City Council for their ultimate vote. We're going to make a recommendation tonight.

Ms. Richardson: Okay. So, in other words, I have to decide this evening.

Mr. Wilshaw: Well, we need to decide this evening.

Ms. Richardson: You need to decide.

Mr. Wilshaw: Yes.

Ms. Richardson: I guess you probably then know my concerns. And if I can't get answers to them, then I have to say no.

Mr. Wilshaw: Okay, well, we appreciate your comments and opinion, thank you. Anyone else wishing to speak for or against

Mr. Wilshaw: One gentleman coming forward?

Mr. Wilshaw: Good evening, sir.

Ron Irwin, 20181 Shadyside, Livonia, MI. As far as a health issue, also, my wife is allergic to the chickens dander. So that means, that's something that's going to be in the air constantly. She can't be

around dogs, she can't pet dogs and stuff like that or any other animals, which we would like to have, but we're you know, due to her allergies, which he has a lot of, and so we'd like to enjoy our backyard also. But if this is a need, if this is a problem, we're not going to be able to enjoy our yard. And as far as the stench and stuff like that. Build it and they will come, so the rats haven't come yet, but they will be there. And I know we do have rats, but this is just another food source, it's going to multiply them and the raccoons also. So it will just...because we did have an issue across the street, and we had rats from that, and the other neighbors over their had rats. I talked to other neighbors and even on the other side and they had the rat problem also. So, of course they didn't show up in three months. But what about a year and about two years? And also, as far as the selling of the property, what happens to it then. Do they have to go have all these restrictions? Is that as long as it's RUF or is it just as long as he owns the property?

Mr. Wilshaw: The conditions are restricted to this owner, if I'm not mistaken, is that correct, Mr. Taormina?

Mr. Taormina: That's correct.

Mr. Wilshaw: So, if this property were to be sold, the future owner would not have the rights to do what's being done today or what's being proposed with chickens. So, the zoning would revert back to the N2?

Mr. Taormina: That's addressing condition no. 8, which indicates that the city could then change his property back to N2, Neighborhood.

Mr. Wilshaw: So that answers that issue.

Mr. Irwin: In buying the property 30 years ago, if this was a thing that was in the future, by which you can't see the future, but I would have had...this would have been a different view. I would have had no other consideration. So, I just hoped that it would be consideration of no.

Mr. Wilshaw: Okay. We'll find out tonight. Thank you, sir. Anyone else wishing to speak on this item? One more person coming forward. Good evening, sir.

Mark Morad, 15191 Houghton, Livonia, MI. I'm Mike's dad. First thing Thank you everybody. I know this is the second meeting. I missed the first

meeting, but I did get a chance to watch it on YouTube afterwards. I know Mike spoke earlier about voting. And it was what eight to seven or seven to eight, whichever way it went and one of the things I wanted to bring up tonight was, and of course I've been in contact with Michael and Meagan at their house and been helping them and doing what they need to do. They've been in this property for just about a year, I think maybe a little longer. But anyway, what I wanted to bring up was in a year's time, if you take and been here all night long, listen to all these conversations about percentages in Costco and the big pavilion and all these different percentage percentages people are throwing out, and if you look at their almost an acre of property, and where they moved into and what it looked like, and Michael was absolutely right, you couldn't see that house when they moved in. There was so much there, and let's not point fingers at anybody because it was an elderly couple. We don't know the whole history of why the house was like it was but it ended up that way, unfortunately, and we some of us have been through that. But the long and short of it is this. Michael and Meghan moved into that house a year ago, and all of us started somewhere, we all started out with nothing. And now we got a young family here that excuse me, that's been in this house for a year, and they have jumped through hoops bigger than most of us have at work and at home together to get to this point. And I think what needs to happen here. And Michael has done a lot of the work on this, I think really what needs to be heard here is not the little tiny percentage of a chicken coop in their backyard. It's actually the shed is actually nicer than some of the sheds and garages in the neighborhood that he put up and the coop, we helped him do it. But I think what people need to realize on this, and I don't want to lecture this, but I want to say that if you drive down Norfolk, the very first thing you see past that office building Michael was talking about is their house and what it looks like. And I think the people that are here that are for it and against it should probably think about maybe rallying the other way around, and remember, we were all 30 once and we all had our challenges. They've got a three year old and a baby that's due this month, and looking at their property in less than a year's time, what they've done is pretty phenomenal. So my whole point is, maybe some of us folks could think about this and go, Hey, why don't we see what this is all about, like the 50% of the people that went there and talk to them, as opposed to the 50% of the people that come up with the stories about the rats and raccoons and all the other stuff, I think is probably not necessary. If you look at what he did there, it's pretty spotless, it's pretty spot on, Michael opened the doors

for me the other day on this coop, and I looked inside here and I'm going this is a chicken coop. You can't smell anything. There's not a mess there. The eggs are coming, just like he said. But my whole point, this whole conversation was just for people to open their eyes. And remember one thing we all started out basically the same way. And what they've done here in a year's time is absolutely incredible. So I think there should be some leniency, and I'm really not focused on telling you guys all this. I don't need to do that. My focus is to spread this through the neighborhood, they moved in and say, Look, give these kids a chance. Give these guys a chance, look at what they've done. Notice that before we decide that a couple chickens in the backyard is going to ruin our life. It's not going to change everything for a lot of people there. So, I just hope that when this goes to the next step to the council, that basically it just is a smooth transition for them and they can move on with what they're doing. Thank you.

Mr. Wilshaw: Well, thank you for your comments and also for being one of the three people that watch us on Youtube. We don't get a lot of viewers there. So that's good. Is there anyone else in the audience wishing to speak on this item? I think we've heard from just about everybody in the audience at this point. I don't see anyone else coming forward. I will go to my fellow Commissioners and see if there's any other questions, comments, or if they would like to make a motion.

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

#07-46-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm)7, be approved for the following reasons:

1. The Petitioner has voluntarily offered a conditional zoning agreement pursuant to MCL 125.3405 of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, that includes a statement of conditions for maintaining chickens on the property.

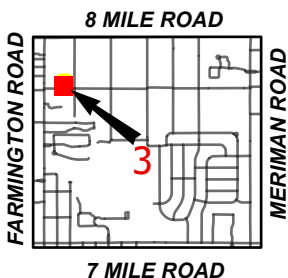
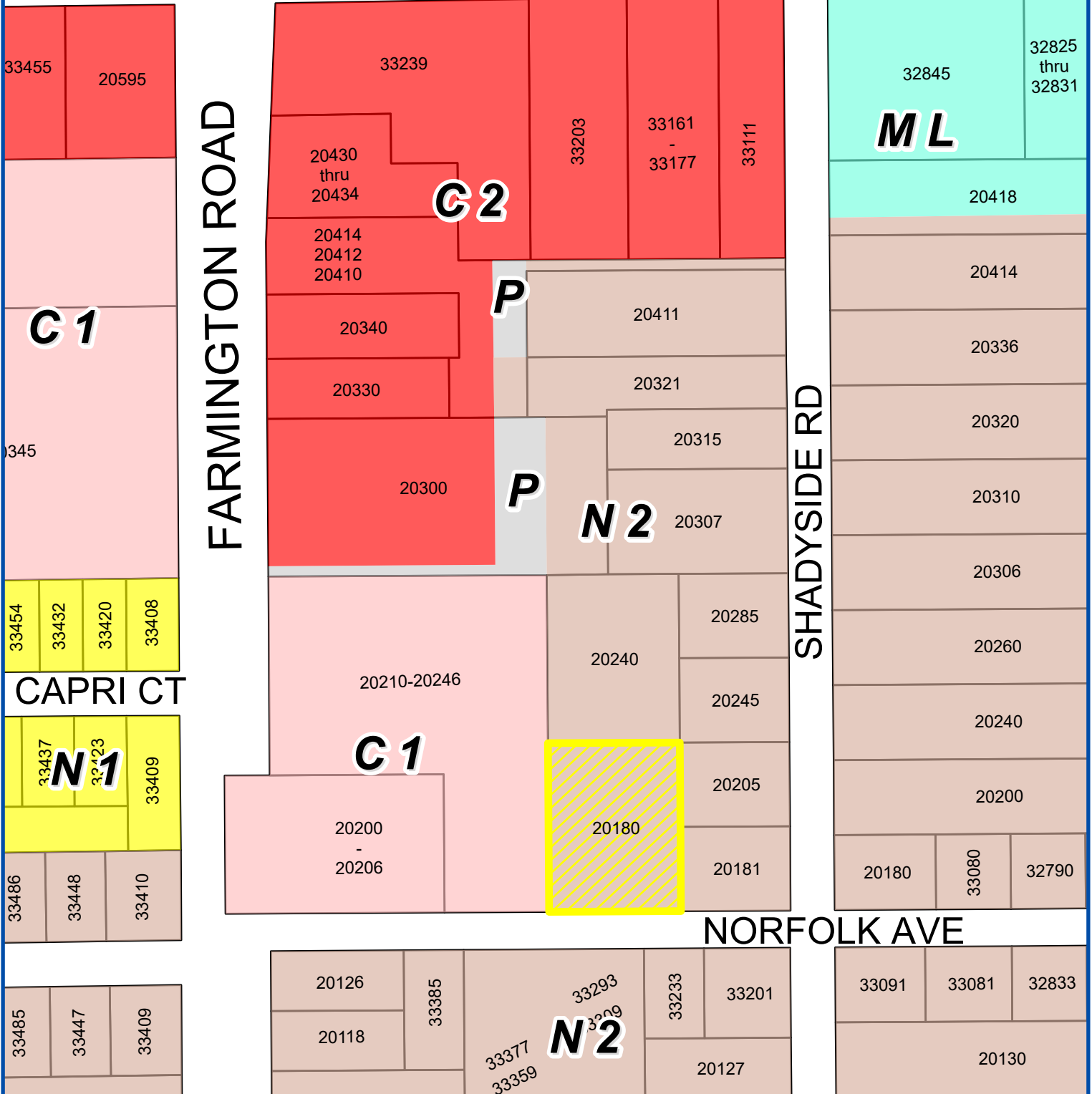
2. The RUF zoning is appropriate given the Petitioner's unique circumstances.
3. The proposed RUF zoning is compatible with the area's surrounding land uses.
4. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.
5. The proposed zoning change would allow the use of the subject property in a manner consistent with its size and location.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia 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.

EIGHT MILE ROAD



Address & Zoning Map

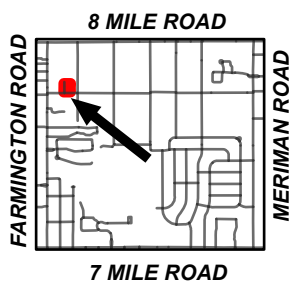
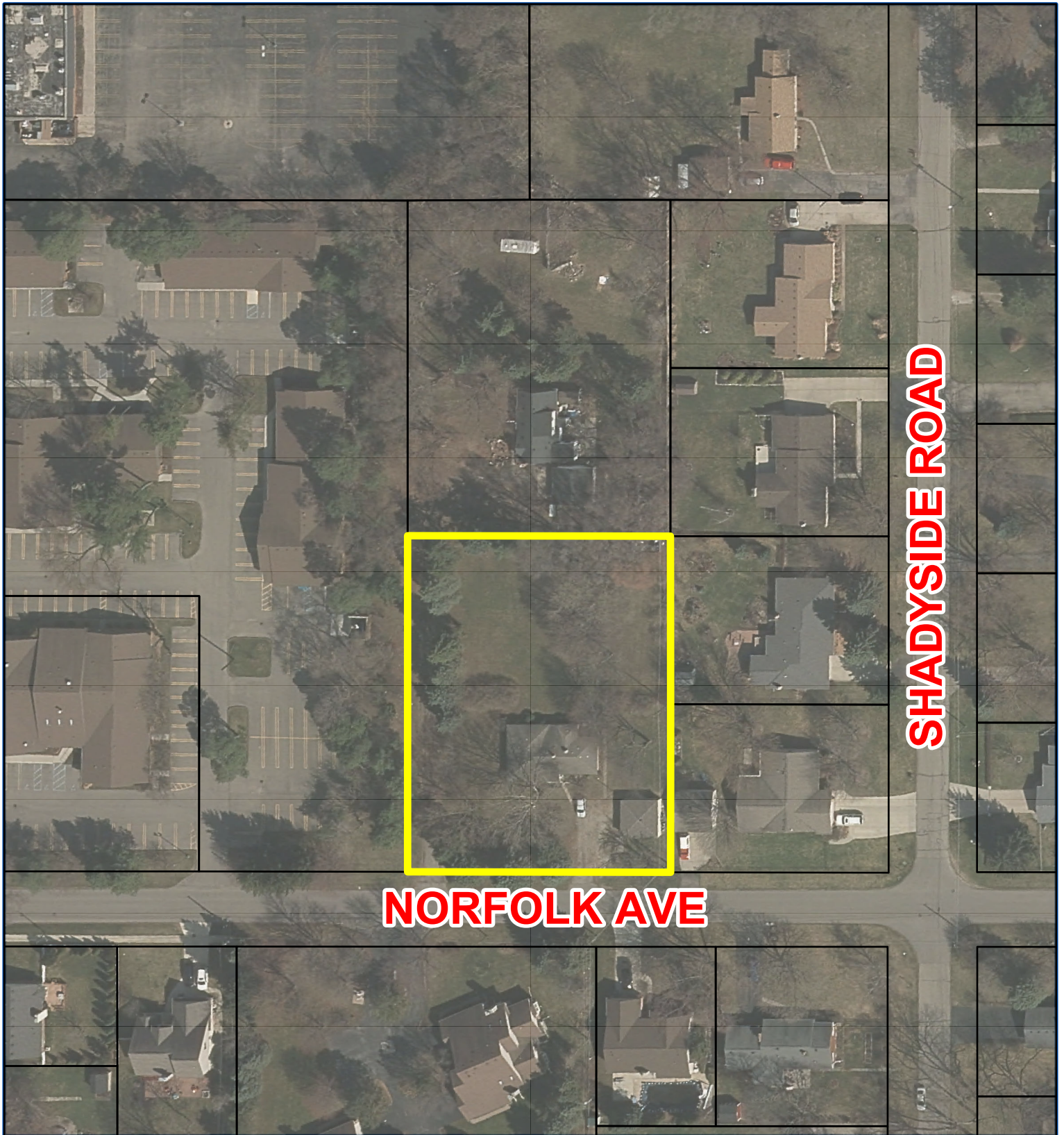
Petition 2023-04-01-03
Michael Morad
20180 Westmore Street
N2 to RUF



Not to Scale



City of Livonia
 Planning Department



Aerial Map

Petition 2023-04-01-03
Michael Morad
20180 Westmore Street
N2 to RUF

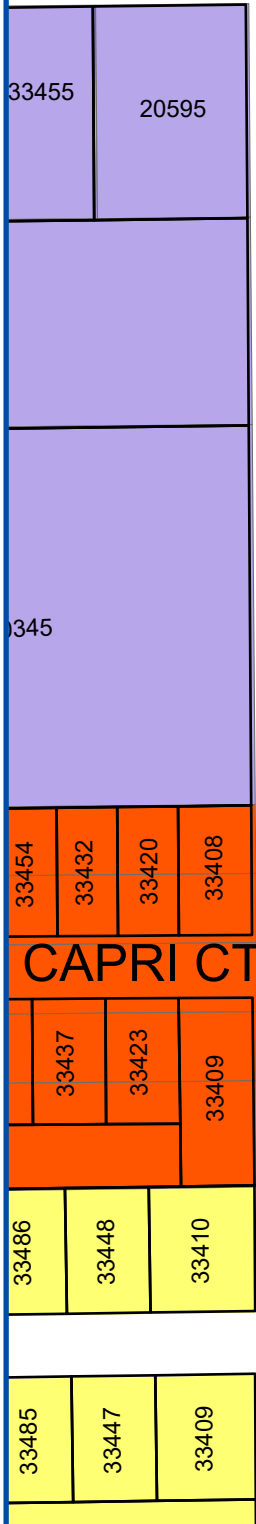


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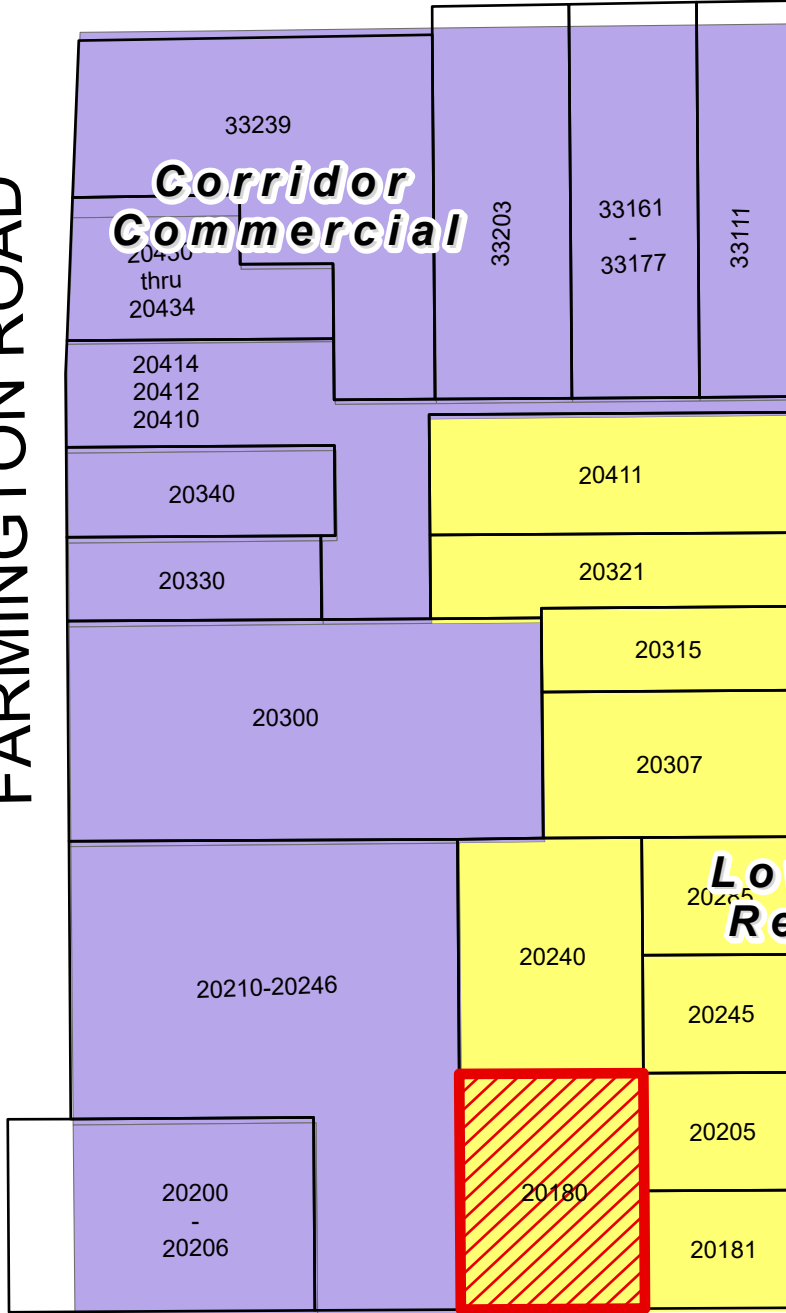
City of Livonia
Planning Department

EIGHT MILE ROAD

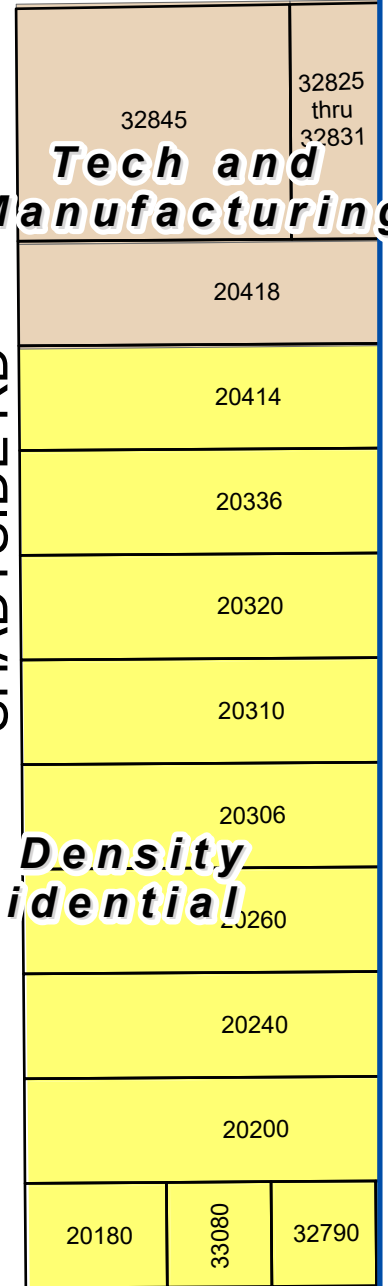


FARMINGTON ROAD

Corridor Commercial



Tech and Manufacturing



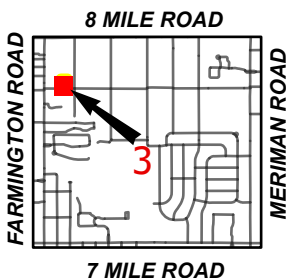
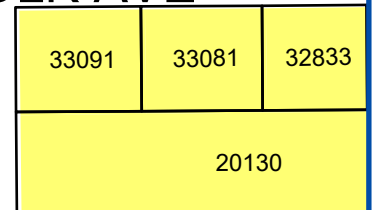
SHADYSIDE RD

Low Density Residential

NORFOLK AVE



Medium Density Residential



Future Land Use Map

Petition 2023-04-01-03
Michael Morad
20180 Westmore Street
N2 to RUF



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 5

Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

June 6, 2023: Study Meeting:

This rezoning petition involves a parcel at the corner of Westmore and Norfolk Avenues. The change from N2 to RUF would allow the homeowners to raise chickens under Section 6.34 of the Zoning Ordinance - Keeping of Animals (Fowl, Rabbits, Horses, Cows, etc.). Section 6.34 specifies: "Fowl and rabbits may be raised and kept for the owner's consumption only on one-half (½) acre or more; two (2) horses may be kept for the owner's use only on one (1) acre or more; two (2) horses and one (1) cow or three (3) horses may be kept for the owner's use only on two (2) acres or more. The raising of livestock shall conform to the Generally Accepted Agricultural and Management Practices (GAAMP) for the Care of Farm Animals."

RUF zoning requires a minimum lot area of 15,000 square feet and minimum lot dimensions of seventy-five feet (75') in width by 150 feet in depth. The unplatted parcel measures approximately 176 feet in width along Norfolk and 225 feet along Westmore, a private easement providing access for this property and one other lot to the north (20240 Westmore). The land area is 39,600 square feet or roughly 0.91 acres. The subject property contains a residential house and a detached garage. The submitted plan shows that the property includes a chicken coop measuring seven feet by seven feet (7'x7') attached to a 'chicken run' measuring thirteen feet (13') wide by seven feet (7') deep. The chicken coop and chicken run are located in the property's rear (northeast) corner. The applicant currently has sixteen (16) chickens.

Residential properties surround the subject site to the north, east, and south. Across Westmore Street to the west is Pinebrooke Office Park, which is zoned C1.

The Livonia Vision 21 Future Land Use map designates the subject property as *Low-Density Residential*, which recommends a density of 1 to 5 dwelling units per acre, a minimum lot area of 7,200 square feet, and minimum lot width of sixty feet (60').

The subject property was initially zoned AG, Agricultural. When the City was incorporated in 1950, Zoning Ordinance No. 60 was adopted, and the property was rezoned to RUF. In 1961, the subject property was included as part of a large group of lots in the north half of Section 3, rezoned from RUF to R-L-A, Residential Large Lot, a zoning district before the adoption of Ordinance No. 543. Then, in 1965, with the adoption of Ordinance No. 543, the R-L-A district became R-3, and since then, there have been two failed attempts to change the zoning of this part of Section 3, including the subject property, back to RUF.

MISCELLANEOUS

ITEM 5 Petition 2023-04-01-03 – 20180 Westmore Street

Page 2

The first attempt was in 1979 when a request to change the area from R-3 back to RUF was rejected for the following reasons (CR #1110-79, Petition 1979-06-01-20):

1. All existing lots in the subject area at least conform to R-3A zoning requirements or larger.
2. If this petition were to be approved, 40 existing lots would then become nonconforming.
3. The area has been zoned R-L or R-3 (80'x120' lots) since 1960 which has led to more efficient use of the land in some instances, a fact which the Planning Commission believes is of paramount importance, particularly in these times of high cost of land and housing.
4. The subject area has the capacity to accept additional dwellings which may result from future development occurring in accordance with R-3A Zoning District requirements.
5. Retention of the R-3A zoning in the subject area will not be detrimental to the overall development of the general area, nor will it be injurious to the continued use and enjoyment of the existing residential properties in the area.

The other petition occurred in 1987 and was denied for similar reasons (CR #1178-87, Petition 1987-08-01-29):

1. The subject area has the capacity to accept additional dwelling units which may result from future development occurring in accordance with R-3A zoning district requirements.
2. A more intensive utilization of the land area involved will not be injuries to the continued use and enjoyment of the existing residential properties in the area.
3. All existing lots in the subject area at least confirm to the R-3A zoning requirements or larger.
4. If this petition were to be approved, 49 existing lots would then become non-conforming.
5. The subject area has been zoned R-L or R-3 since 1960 which has led to more efficient use of land in most instances, a fact which the Planning Commission believes is of paramount importance, particularly in these times of high cost of land and housing.

The apparent difference between this request and the two previous rezoning petitions is that this item seeks to rezone only one (1) parcel instead of multiple parcels and will not result in any non-conformities. In discussing this item with the City Law Department, the Petitioner's desire to raise chickens for emotional support and mental health therapy could be protected under the Americans with Disabilities Act (ADA). Additionally, Michigan's Right to Farm Act could come into play, which is intended to protect farmers who follow the State's GAAMPs. Notwithstanding, this petition attempts to do the right thing by having the zoning conform to the activities on the property.

June 27, 2023: Study Meeting:

This item was tabled at the June 13th Public Hearing to allow the Petitioner and the City time to draft a conditional zoning agreement. The proposed agreement contains the following conditions, which the homeowners are voluntarily offering:

- 1) At most, twenty-five (25) chickens shall be housed on the Property.
- 2) No roosters shall be housed on the Property—only hens.
- 3) No farm animals other than chickens shall be housed on the Property; however, this shall not preclude the Owners from keeping other domesticated animals, such as dogs, cats, parakeets, etc., which shall be allowed.
- 4) All chickens will be kept in the coop and fenced enclosure, as depicted in Exhibit B.
- 5) The Property shall be free from any waste associated with the chickens. All chicken manure will be appropriately disposed of or composted.
- 6) All Generally Accepted Agricultural and Management Practices (GAAMPs) related to raising and keeping chickens will be adhered to.
- 7) No eggs or chickens shall be sold from the Property.
- 8) The RUF, Rural Urban Farm zoning, and the keeping of chickens on the Property, as set forth above, shall be allowed as long as the Owners or their heirs live at the Property. Should the Owners or their heirs no longer live at the Property, the chickens will be removed, and no farm animals, including chickens, shall be housed on the Property. The City can change the property's zoning to N2, Neighborhood, at such a time.

July 11, 2023: Public Hearing:

Following the Study Meeting, the Petitioner changed condition #4 of the agreement. It now reads:

All chickens will be maintained in the coop and fenced enclosure (run) as depicted in Exhibit B. Chickens are allowed out of the coop and run, but only when the Owners are home and provided the chickens are confined to an enclosed portion of the rear yard with no ability to trespass beyond the Owners' property.

Approving Resolution: The request to rezone the property at 20180 Westmore Street from N2 to RUF is hereby approved, subject to City Council approval, for the following reasons:

1. The Petitioner has voluntarily offered a conditional zoning agreement pursuant to MCL 125.3405 of the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, that includes a statement of conditions for maintaining chickens on the property.
2. The RUF zoning is appropriate given the Petitioner's unique circumstances.
3. The proposed RUF zoning is compatible with the area's surrounding land uses.

4. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.
5. The proposed zoning change would allow the use of the subject property in a manner consistent with its size and location.

Denying Reasons: The request to rezone the property at 20180 Westmore Street from N2 to RUF is hereby denied for the following reasons:

1. The petitioner has failed to affirmatively show that the proposed zoning change would be compatible with and in harmony with the surrounding neighborhood.
2. The proposed zoning change is inconsistent with the surrounding zoning and would adversely alter the neighborhood's character.
3. The existing N2 zoning is more consistent with the established pattern of development and character of the area, and
4. The Petitioner can seek approval from the Zoning Board of Appeals.

CONDITIONAL REZONING

STATEMENT OF CONDITIONS

This Statement of Conditions made and entered into this _____ day of _____, 2023, by and between the City of Livonia (“City”), a Michigan municipal corporation, and Michael and Megan Morad (“Owners”), 20180 Westmore, Livonia, MI 48152 (“Property”), is intended to be incorporated into the application for rezoning under Petition #2023-04-01-03 as a voluntary offer in writing setting forth conditions related to the use and development of the Property, for which the conditional rezoning is being requested. Included as a material part of this statement of conditions and incorporated herein is the plot plan attached as Exhibit “A” depicting the specific proposed use of the property.

List of conditions. The conditional rezoning of the Property was granted and shall remain valid based upon satisfaction of the conditions voluntarily offered by the Owners as follows:

- 1) At most, twenty-five (25) chickens shall be housed on the Property.
- 2) No roosters shall be housed on the Property—only hens.
- 3) No farm animals other than chickens shall be housed on the Property; however, this shall not preclude the Owners from keeping other domesticated animals, such as dogs, cats, parakeets, etc., which shall be allowed.
- 4) All chickens will be maintained in the coop and fenced enclosure (run) as depicted in Exhibit B. Chickens are allowed out of the coop and run, but only when the Owners are home and provided the chickens are confined to an enclosed portion of the rear yard with no ability to trespass beyond the Owners’ property.
- 5) The Property shall be free from any waste associated with the chickens. All chicken manure will be appropriately disposed of or composted.
- 6) All Generally Accepted Agricultural and Management Practices (GAAMPs) related to raising and keeping chickens will be adhered to.
- 7) No eggs or chickens shall be sold from the Property.
- 8) The RUF, Rural Urban Farm zoning, and the keeping of chickens on the Property as set forth above shall be allowed as long as the Owners or their heirs live at the Property. Should the Owners or their heirs no longer live at the Property, the chickens will be removed, and no farm animals, including chickens, shall be housed on the Property. The City can change the property’s zoning to N2, neighborhood at such a time.

City of Livonia
A Michigan municipal corporation

By: _____
Maureen Miller-Brosnan
Its: Mayor

By: _____
Susan Nash
Its: Clerk

By: _____
Michael Morad, Owner

By: _____
Megan Morad, Owner

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me by Maureen Miller-Brosnan, the duly authorized Mayor of the City of Livonia, and Susan Nash, the fully authorized City Clerk for the City of Livonia, on the _____ day of _____, 2023.

_____, Notary Public
Wayne County, acting in Wayne County, Michigan
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me by Michael and Megan Morad, Owners of 20180 Westmore, Livonia, MI 48152, on the _____ day of _____, 2023.

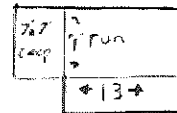
_____, Notary Public
Wayne County, acting in Wayne County, Michigan
My Commission Expires: _____

20180 Westmore, Livonia, 48152 Residential rear

Single family home 1614 sq ft

4 Bed 2 bath

Lot 36,550 sq ft



40'

Legal Description
03 F3 THAT Part OF THE NW 1/4 OF SEC 3 DES AS BEG AT A POINT DISTANT DUE S 823.96 FT AND S 89D 55M 30 SEC E 43138 FT AND S OD 01M 20 SEC E 224.96 FT From THE NW COR OF SEC 3 AND PROCEEDING TH S 89D 55M 10 SEC E 176 FT TH S OD 01M 20 SEC E 224.99 FT TH N 89D 55M 0 SEC W ALONG THE N LINE OF NORFOLK AVE 176 FT TH N OD 01M 20 SEC W 224.99 FT TO THE POB 0.91 ACRE

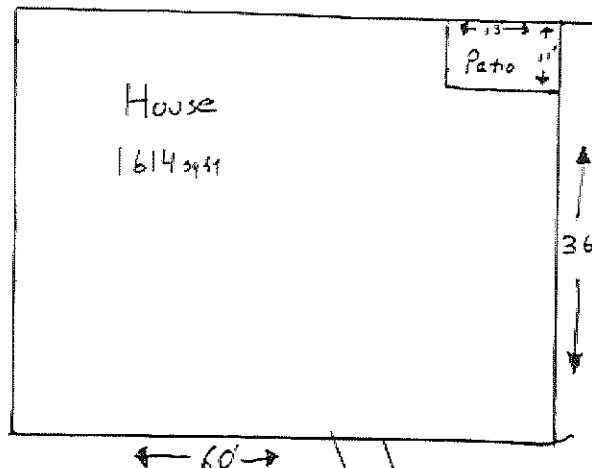
Westmore st

215'

Zoned N-2
Proposed RUF

113'
From COOP To House

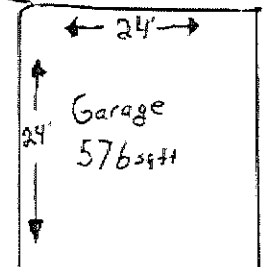
Front of house



60'

36'

Driveway



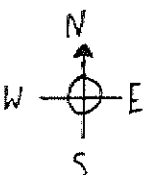
24'

Garage
576 sq ft

170'

Norfolk st

RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION



2023-04-01-03

Zoned N-2

112.5'

Neighbor residence

112.5'

Zoned N-2

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

May 12, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-04-01-03 – #20180 Westmore Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed rezoning at this time. The subject parcel is assigned the address of **#20180 Westmore Avenue**.

The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. Per the submittal, there are no planned alterations to the sanitary sewer and water main services, so we do not expect any impacts to the existing systems at this time.

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.

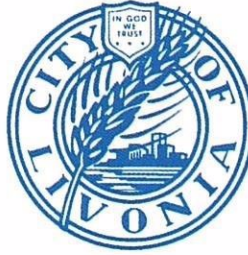
David W. Lear, P.E.
Assistant City Engineer

cc: 2023 Petition File

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSAN
MAYOR

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

May 19, 2023

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

Petition 2023-04-01-03 - 20180 Westmore Street

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

May 31, 2023

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

Re: Petition 2023-04-01-03

20180 Westmore Street
Morad, Michael

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,

A handwritten signature in blue ink that reads "Lynda L. Scheel".

Lynda L. Scheel
Treasurer, City of Livonia

City of Livonia Planning Commission
33000 Civic Center Dr.
Livonia, Mi. 48154

June 1, 2023

Pinebrooke Partners, LLC
20232 Farmington Rd.
Suite C Livonia, Mi. 48152

Members of the Livonia Planning Commission,

On behalf of Pinebrooke Office Park and its many professional business owners, medical practices and tenants, it is our joined consensus that the proposed rezoning of the neighboring residential property located at 20180 Westmore St. from N2 to RUF should NOT be approved as requested and submitted by the petitioner.

This attempt towards a 'spot rezoning' of this particular property in a contiguous, long established residential neighborhood of N2 home sites, does not conform to the Master Plan of the City of Livonia nor does it fit in well with the overall setting and surroundings of the abutting properties, such as ours.

We also feel strongly that, if this was to be approved by the Planning Commission, it would potentially set in motion a detrimental precedent for further rezoning and 'spot zoning' petitions throughout this residential area. Our local neighborhood here is a close knit, caring and well maintained mix of older and newer single family homes with many long-standing, well respected Livonia families, many of whom have resided here for decades and raised their families.

As fellow citizens of this area, we would prefer to keep our traditional, unique and time honored neighborhood setting unchanged and maintain the appropriate N2 zoning parameters as they stand today. It has worked well for the surrounding neighborhood and has stood the test of time so to speak.

Our neighboring professional office complex itself, Pinebrooke, takes great pride in our 33 plus years of providing a clean, well maintained and desirable business environment for our many office workers and tenants at this property and in this section of Livonia. We plan on continuing to do our part by further investing the necessary time, finances and management details into our office complex by always looking after the best interests of our loyal business tenants.

With that in mind, I would hope this letter serves as an understanding of our preference in this matter as a concerned and affected abutting property owner. From our vantage point, as mentioned there is no precedent nor a need to unsettle the existing zoning arrangement that has been in place here for generations. We trust that the Planning Commission members will consider our clear and concerned perspective we have presented here, and subsequently take all of this into account in weighing their decision with this matter.

Respectfully,
Pinebrooke Partners, LLC
20200 – 20246 Farmington Rd.

City of Livonia Planning Commission
33000 Civic Center Dr.
Livonia, Mi. 48154

June 1, 2023

Pinebrooke Partners, LLC
20232 Farmington Rd.
Suite C Livonia, Mi. 48152

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Respectfully,
Pinebrooke Partners, LLC
20200 – 20246 Farmington Rd.

From: [Simmons, Jennifer](#)
To: [Planning](#); [Hanna, Jerome](#); [Stroble, Robert](#); [Banko, Steven](#); [Moore, Doug](#); [Brandon, Keri](#)
Subject: FW: Online Form Submittal: Planning Inquires
Date: Friday, June 9, 2023 2:28:37 PM

Jennifer Simmons
Constituent Relations Specialist
City of Livonia | Mayor's Office
(734) 466-2204
jsimmons@livonia.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, June 9, 2023 2:20 PM
To: support <support@livonia.gov>
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

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

First Name	ewa
------------	-----

Last Name	kedzierska
-----------	------------

Address	20310 Mayfield
---------	----------------

Email Address	ewalicja1@gmail.com
---------------	--

Phone Number	3139294434
--------------	------------

Describe your issue, concern, or question.	Petition 2023-04-01-03 Public Hearing June 13, 2023
--	--

1. Is the City aware that applicant has already installed a chicken coop and chickens before his application is reviewed?

2. The lot is under 1 acre and squarish in shape so the 2 lots on the east side are very close to the "proposed" coop and will have full view of chickens. They will have no choice. There are lots of 1 acre at 100ft wide and 440ft deep (or larger in Livonia where a coop at the rear would not be easily visible and would probably

not bother neighbours.

3.If this request is approved it is possible that other applicants with smaller lots will apply for the RUF waiver and what is the City's plan to deal with such requests? This could open a “can of worms”!

3. Is there a guarantee that applicant won't put in ducks, geese, turkeys, other fowl, pigs, sheep, goats, donkey etc?

4. Noise – not everyone would like to be woken by a rooster crowing early in the morning, or by chickens clucking away....

4. How will the manure/compost be dealt with? A pile may and probably will attract rats (which are a problem already in some areas), other vermin and flies as well as smell. Will this be disposed of through the regular trash collection?

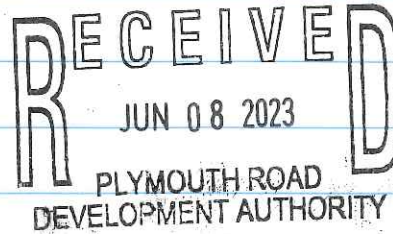
Livonia prides itself as being a diverse city/community, for families, with good schools and a safe place to live in. It is not considered “country” and small lots are not really adequate for bringing in chickens or for that matter other farm animals. The above concerns indicate that I ask the Committee to seriously consider the application and do not grant the waiver.

Thank you.

Ewa Kedzierska

Date of Concern	6/13/2023
Attachment (Optional)	<i>Field not completed.</i>

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



June 6, 2023

I am writing to say we do not want 20180 Westmore rezoned to a Rural Urban Farm.

We have problems with rats, mice and other vermin and we don't need other animals infesting our neighborhood.

Sincerely
Rody Norma
Martin

20013 Shodyside
Livonia, MI 48152

From: [KARL & ROBERTA BURNETT](#)
To: [Planning](#)
Subject: Resining @ 20180 Westmore
Date: Tuesday, June 6, 2023 2:17:41 PM

Ladies and gentlemen:

I am sending this message by electronic mail because I expect to be out of the city at the time you have scheduled your hearing on the matter of rezoning at 20 180 Westmore in Livonia, a private residence located in our subdivision.

Please allow me to be placed on your agenda as reading my message aloud and not in support of rezoning this residential property.

Folkers Farmington acres was probably a farm a very long time ago?

However, the subdivision is now a pleasing and comfortable area in which to live as single family residences.

I suspect the city Council has already received a request for this rezoning and has denied it?

Therefore, the original proposal to redone has probably been simply forwarded to the zoning board of appeals (ZBA).

This proposal to rezone a single-family residential property to one of rural urban farm is not supported here by myself, or my neighbors surrounding me and the concerned residence.

I respectfully request the proposal to re-zone. The subject property be denied.

Thank you in advance
R. Karl Burnett
32720 Norfolk St.
Livonia, MI 48152

Sent from my iPhone

From: [Simmons, Jennifer](#)
To: [Planning](#)
Subject: FW: Online Form Submittal: Planning Inquires
Date: Thursday, June 8, 2023 9:42:15 AM

Jennifer Simmons

Constituent Relations Specialist
City of Livonia | Mayor's Office
(734) 466-2204
jsimmons@livonia.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, June 8, 2023 9:16 AM
To: support <support@livonia.gov>
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

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

First Name	keith
------------	-------

Last Name	dumond
-----------	--------

Address	33201 Norfolk st.
---------	-------------------

Email Address	durod kjd@yahoo.com
---------------	--

Phone Number	734-934-4413
--------------	--------------

Describe your issue, concern, or question.	
--	--

to the planning commission: In regards to petition 2023-04-01-03, rezoning of 20180 Westmore St., to RUF. I protest, the rezoning of ,said property. I will be unable to attend the hearing, but this in no way diminishes my fervent opinion, that rezoning of this property would be a mistake. Rats, smell, possible reduction of property value, preferential treatment of one tax payer over another, being my major concerns. I expect other unanticipated problems will also, occur. If this proposal does pass, the rezoning should be for the entire quadrant, perhaps the entire city. Why should most tax payers, be barred from raising farm animals, but just the one allowed. This is a residential area, people moved

here with that understanding, changing that would be unfair. I feel rezoning this parcel, will cause future headaches for the residents, the city and the commission. Thank you for your time.

Date of Concern

6/8/2023

Attachment (Optional)

Field not completed.

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

Uhazie, Jacob

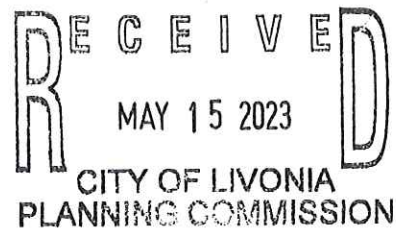
From: Centers, Janice
Sent: Monday, May 15, 2023 10:24 AM
To: Taormina, Mark; Uhazie, Jacob
Cc: Simmons, Jennifer; Centers, Janice
Subject: FW: Online Form Submittal: Planning Inquires

Good morning,

We received the following Planning Inquiry email today. Would someone be able to reach out to Mr. Dumond, or provide information for me to respond with?

Thank you,
Janice

Janice Centers
Executive Assistant to the Mayor
City of Livonia | Mayor's Office
(734) 466-2206
jcenters@livonia.gov



From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, May 13, 2023 11:24 AM
To: support <support@livonia.gov>
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

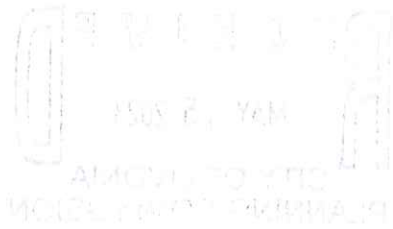
This form is for any questions, comments, or concerns you may have for the City in regards to planning. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	keith
Last Name	dumond
Address	33201 Norfolk st.
Email Address	durodkjd@yahoo.com
Phone Number	734-934-4413
Describe your issue, concern, or question.	I am concerned about, the possibility of a rezoning in my area, allowing for farm animals. Chickens to be specific. I moved into a residential, as opposed to a rural area for a reason. I would

strongly urge, the council not to approve such a motion. What next goats? I see a rat problem coming from this, thank you.

Date of Concern	5/13/2023
Attachment (Optional)	Field not completed.

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



Uhazie, Jacob

From: Jan Irvin <janmi@rocketmail.com>
Sent: Friday, May 12, 2023 3:48 PM
To: Planning
Subject: Fwd: Zoning change proposal, May 16th meeting

Please send me a quick "got it" so I know this went through. Thanks so much!

Sent from my iPad

Begin forwarded message:

From: Jan Irvin <janmi@rocketmail.com>
Date: May 12, 2023 at 12:24:20 PM EDT
To: planningcommision@cityoflivonia.org
Subject: Zoning change proposal, May 16th meeting

To: Planning Commission, Jacob and Scott

Dear Members,

We are sending in this letter about our **concerns** for the proposed zoning change at 20180 Westmore to "urban farm" from residential. We are submitting the letter for the May 16th meeting.

I (Jan) kindly asked our neighbors not to put chickens in the yard when I noticed them in their dog pen, which is directly behind our yard. (This was about a month ago.) I mentioned that I am allergic to chickens and would not be able to open my windows if chickens were present. I said that this was a residential neighborhood and not zoned for chickens.

Our neighbors went ahead with their plans and applied for a zoning change, put up a coop on pallets as well as a wire run area.

We object to the change of zoning because:

- 1) Chickens attract rats because of feed and droppings. The local foxes and coyotes will also be interested in them. In the past, a neighbor across the street and 4 doors down had chickens and his neighbor called the city because of the rat issue. The chickens were removed.
- 2) A zoning change sign has not been posted so the rest of the block northward is not aware of any change. The chickens are currently housed in their garage and have not been seen by others.
- 3) We do not understand why 10 chickens would be considered "emotional support" animals because they already have 2 dogs.
- 4) It is impossible to avoid the "farm smell" of chickens.

We respectfully request that the area not be rezoned to urban farm. We will not attend the meeting in person as our neighbors have tried to intimidate us into their wishes by posting no trespassing signs, installing and pointing two cameras directly into our yard and calling in a false police report on my husband in reference to their dogs. Please see pictures below. The last photo is the coop and run area in the back of the property. We will be happy to answer any questions by phone or you may stop by our house, 20181 Shadyside. (1 block east of Farmington and 1 block south of 8 Mile) Feel free to call at 248 477-3677.

Respectfully submitted,
Jan and Ron Irvin

Posted Signs

From: [redacted]
To: [redacted]
Subject: [redacted]
Date: [redacted]

Please read this e-mail quickly and please do not forward this e-mail to anyone.

Best from my 2nd

English to my 2nd

From: [redacted]
To: [redacted]
Subject: [redacted]
Date: [redacted]

The Planning Committee, North and South

Dear Members,

We are writing to this letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.

- 1) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 2) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 3) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 4) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 5) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 6) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 7) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 8) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 9) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.
- 10) The letter about the concerns by the proposed planning group at 2015-16-17 members to "not be happy" from our side. We are submitting the letter to the City of Northampton.

Best from my 2nd



Concern on the fence of this group is going to be not going any



Copyright © 2010



Back Yard.jpg (204)

Members of the Livonia City Planning Committee:

I am writing to you in regards to the petition to change the zoning from N2 to RUF at the following location:

20180 Westmore, Livonia, MI 48152

As a longtime homeowner in the vicinity of this location, I am OPPOSED to the zone change for these reasons:

1. Chickens will attract other wildlife to the neighborhood such as raccoons, foxes, coyotes, rats and various other scavengers. The area is already overrun with deer that have decimated many of our neighbors' landscaping/flowers, we don't need the additional wildlife wreaking havoc on our yards.
2. It has come to my attention that the homeowner already has the chickens in possession and did not wait till a decision about a zoning variance. If they are so mindless of the zoning regulations, who is to say what other violations they may try to get past the zoning committee.
3. Noise – especially roosters.
4. This neighborhood has a general level of tidiness and care for the upkeep of its houses and yards that the homeowner does not seem to abide by. Items strewn throughout the yard, a car parked in the back yard etc and the addition of a chicken flock certainly adds to general level of messiness throughout the property.

5. The property's proximity to medical offices. Not only the possibility of increased wildlife near the area, also the threat of wildlife borne illness (avian or otherwise) to the medically compromised patients who are in the area.

Again, I want to reiterate my opposition to the zoning change and hope that your committee would vote to NOT allow the zoning change for 20180 Westmore.

Thank you for your consideration,

Margaret Quinn

If these remarks are to be read aloud or disseminated at the planning meeting, please respect my wishes and put these remarks out anonymously.

From: [DIANE RICHMOND](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03 Question
Date: Wednesday, June 14, 2023 9:30:38 AM

Hi Planning Commission.

I sent an email yesterday and realized I have some more questions before I can make a decision.

How many chickens are they planning on raising?

How large is enclosure for chickens?

How often will they clean the enclosure?

Diane Richmond

33341 Norfolk St

Livonia 48152

Sent from my iPhone

From: [DIANE RICHMOND](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03
Date: Tuesday, June 13, 2023 8:58:28 PM

I have several questions before making a decision about rezoning the property at 20180 Westmore Street, Livonia 48152.

1. If property is rezoned to RUF does the city inspect the property for health violations regularly?
2. If property is sold to someone else other than Michael Morad, will it automatically stay zoned RUF or revert back to N2?
3. Is there a limit of number and types of animals that can be living on the property?
4. How do they dispose the chicken droppings?

I have a family member who lives in Ferndale. Their neighbor was permitted to have chickens. They took care of the chickens for the first few years. This neighbor lost interest in maintaining the property. It was very difficult for other neighbors to get this issue resolved. Many health concerns.

What does the City of Livonia have in place to protect its residents from being placed in a similar situation?

Health concern of Histoplasma. This is an infectious disease caused by breathing in spores/fungus often found in chickens and other bird droppings.

Respectfully,
Diane Richmond
33341 Norfolk Street
Livonia, Michigan 48152

Sent from my iPhone

From: [Lucy](#)
To: [Planning](#)
Subject: PETITION 2023-04-01-03
Date: Monday, June 12, 2023 11:02:37 PM

Good Evening Planning Board of Livonia,

Per a letter you mailed out regarding a petition for Michael Morad property at 20180 Westmore St, Livonia. Per your letter request and Mr. Morad mentioning to send a letter of my opinion to the board. My name is Lucy Eisenhardt-Baldassarra.

I reside at 20306 Shadyside and also hold deed rights to 20260 Shadyside which both addresses received letter of notice. I am of the understanding the purpose of the rezone request is to allow Mr. Morad to have 12 chickens at the back end of his property closest to 20205 & 20245 west side Shadyside. I have spoken with Mr. Morad and his wife Megan, I have also seen the NEW Chicken coop he has constructed. I see no issues with them raising and responsibly taking care of the premises. Mr. Morad seems to be an honest responsible person whom I understand works for Farmington Hills DPW which tells me he understands the construction requirements/ safety measures he has explained to me he took while constructing his coop. He has informed me he put proper chicken wiring and proper footings. He also explained his maintenance he intends to do to keep it clean. Mr. Morad has a 3 yr old son named Forest and a newborn on the way-after talking to him I am sure the property and chickens will all be maintained in the healthiest and safest way possible for his family as well as the surrounding neighbors. I found The Morad's are very approachable and would be willing to make compromises and adjustments if ever the chickens caused an issue-a person would just simply need to knock on his door and discuss any concerns that come about.

Years ago our whole area was Farm agriculture RUF, sadly by no choice of all the residents we were notified we all were being rezoned. I wish the rezone never happened personally, I think it was all tax based to raise all our taxes. Which brings my only concern for this petition. If this changes tax rates to the lower rates we use to get than I'm not sure a rezoning is necessary but an exception for his property to allow the chickens and the coop. I don't feel that the surrounding neighbors should bear a higher tax rate do to the rezoning, I feel regardless of the zone our property tax brackets should be the same in N1 of N2.

So in short I approve Mr. Morad to have the coop and Chickens, but I am not in favor of rezoning if it causes a discrimination of taxes for the surrounding neighbors. If I am wrong that the tax brackets between the zones N1 and N2 are not different than I would be in favor of the rezone as well. However in the instance I am right about the tax brackets than I recommend a property permit allowing as mentioned the said Chickens and the coop to house them in.

Lastly, I will mention-In the city of Livonia there are many places with signs of people selling fresh eggs etc.-which tell me others can responsibly do the same as the Morads wish to do.

Thank you for hearing my opinion, and hope the board can make a decision that can accommodate the homeowner and the city respectfully.

Sincerely,
Lucy Eisenhardt-Baldassarra

Date: April 11th, 2023

Patient: Megan Morad
DOB: 3/15/1993

To whom this may concern,

Megan Morad is currently in my professional care for treatment for mental illness defined by the DSM-IV. Her mental impairment substantially limits one or more major life activities. I am intimately familiar with her history and with the functional limitations imposed by her emotional related illness. I have prescribed an emotional support animal as part of the treatment program developed for Megan. Due to this emotional disability, Megan has certain limitations related to coping with stress and anxiety. In order to help alleviate these difficulties, and to enhance her ability to function independently, I have prescribed Megan to obtain an emotional support animal. The presence of this animal is necessary for the emotional health of Megan because its presence will mitigate the symptoms she is currently experiencing. The presence of this emotional support animal is necessary for Megan's mental health. Megan needs the emotional support animal as an accommodation for support in her own home.

I am licensed by the state of Michigan to practice psychiatry. My license number is 5601002389. If you have any questions or concerns, please feel free to give me a call (248) 471-7171.

Sincerely,

Bryan S. Weinstein, D.O.
Julie Micheli PA-C
Kayla Stiles PA-C
BSW



Bryan S. Weinstein, D.O.

BSW

RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

2023-04-01-03

From: [Dorothy Iannarelli](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03
Date: Friday, June 9, 2023 2:34:10 PM
Attachments: [VBS.eml.msg](#)

This email is sent on behalf of Antonio and Francesca Iannarelli residing at 20180 Shadyside St. Livonia, MI 48152 in regards to a letter they received pertaining to the above stated petition. They have been longtime residents of Livonia and look forward to a young family starting out their life dreams. They feel that Mr. Michael Morad and his family should be able to have their property rezoned from N2 to RUF if they sufficiently meet the criteria.
Sincerely,

Antonio and Francesca/Roberto and Dorothy Iannarelli

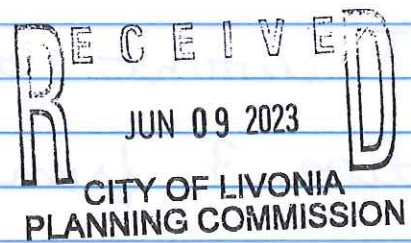
Dear Planning Commission,

We live at 32790 Norfolk; four houses down wind from 20180 Westmore. We have lived at this home for 27 years. We do NOT want the property NW $\frac{1}{4}$ of section 3 from N2 (neighborhood) to RUF (rural urban farm) to be rezoned. These are the reasons:

- 1.) About 10 years ago a neighbor on Shadyside street had chickens and we got RATS! Please not again.
- 2.) The smell. Like I said most of the wind flows westward down Norfolk street and we love our outdoor living too much and worry about this happening.
- 3.) If you want chickens and other farm animals buy your home in a RUF section. Its not fair to those who don't want to live near farm animals.

Thank you for reading our concerns,
Proud residents of Livonia.

Richard Whittier and Esther Whittier



To Whom it May Concern:

Michael and Megan lived next to me for nearly 5 years while they lived on Cardwell street in Livonia. During that time, they owned chickens that were kept in a clean and humane way.

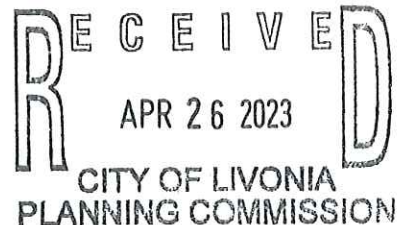
The coop was cleaned on a regular basis along with daily feedings and fresh water. My daughter was asked to help when they would leave for events and was more than happy to help.

In addition to the cleanliness of their coop, Megan made compost from the waste of the chickens which my fiancé was more than happy to use in his garden. I know the smell is usually a concern as well, but there was minimal to no smell due to the constant upkeep.

If there are any other concerns or questions, please feel free to contact me.

Dannette Cauchi

Dnnttnelson@yahoo.com



2023-04-01-03

April 18, 2023

To whom it may concern;

I am an old neighbor of Mike and Megan Morad.

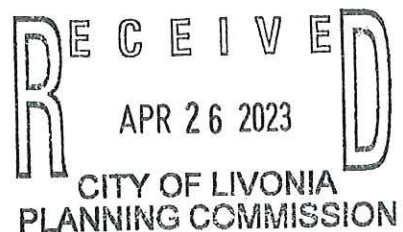
I lived next to them for the entire time they were on Cardwell in Livonia.

They had their chickens in a coop in their backyard and kept it very clean. The chickens never made much noise, I would always check because they were so quiet. I enjoyed the eggs I was given as well. To say they were a nuisance is not true.

With the price of groceries these days I don't see this as a problem I see it as a gain for the area.

If you have any other questions please feel free to contact me.

Dean Aldrich
734-502-0499



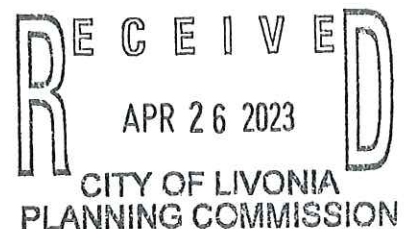
2023-04-01-03

To Whom it may Concern,

I am writing this letter in regard to the possession of chickens by Michael and Megan Morad. Michael and Megan are former neighbors of mine. I live at 27646 W Chicago. During their time as neighbors of mine, they raised several chickens on their land. Had I not been close personal friends of theirs, I honestly would not have known they had chickens. The chickens were always in their coop, never running around the yard. They were well cared for and cleaned up after. The yard never smelled of chickens or their dogs for that matter. I never once heard their chickens make noise, and I am a very light sleeper with thin walls who hears everything. I never noticed bugs or rats around due to the chickens. I am in full support of the responsible ownership of chickens to feed a growing family and teach their son responsibility and livestock ownership.

Any further questions, I can be reached by phone or email at 517-505-5523 or jchapman674@comcast.net

Sincerely,
Jacquelyn Chapman



2023-04-01-03

April 21, 2023

To whom it may concern,

I am a long time Livonia resident and previous neighbor of Mike and Megan Morad. I would like to advocate on their behalf regarding their request to have chickens on their property.

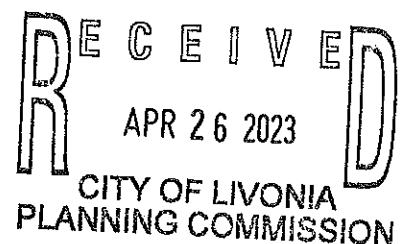
When the Morads lived next to me, they had chickens in their backyard. Although our houses are close together, this was not seen as a nuisance. They kept the coop and surrounding area very clean and there were no signs of the rodent issues in our yards as is abundant in other areas of our city. From my perspective the Morads are very respectful of their neighbors and would ensure there is no negative impact within or surrounding their property. They are responsible and dedicated homeowners working to improve their home, lifestyle, and community.

Thank you for your consideration. I am available for any additional information or insight that may prove useful in reviewing the request.

Sincerely,

LisaLBarker

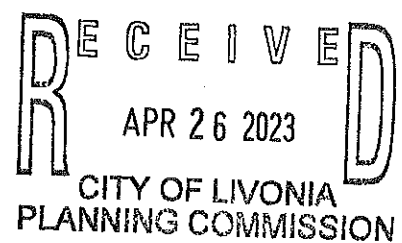
Lisa Barker
9502 Cardwell
Livonia, MI 48150
734-635-7303



2023-04-01-03

The following neighbors were contacted by us and encouraged us to rezone to legally and responsibly own chickens, so no further conflicts arise:

- Kathleen Morris
 - 20240 Westmore St
Livonia 48152
- Hien (Henry) and Jenny Than
 - 20245 Shadyside St
Livonia 48152
- Mark and Karen Rocheleau
 - 20245 Shadyside St
Livonia 48152
- Pauline Georgevich
 - 33233 Norfolk St
Livonia 48152



2023-04-01-03

From: [Carol Szatkowski](#)
To: [Planning](#)
Subject: Petition 2023-04-01-03 Submitted by Michael Morad
Date: Tuesday, May 30, 2023 8:18:20 PM
Attachments: [image.png](#)

Dear City of Livonia Planning Commission Team,
I received the attached letter regarding the following petition:

Petition 2023-04-01-03 submitted by Michael Morad pursuant to Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, the Northwest ¼ of Section 3 from N2 (Neighborhood) to RUF (Rural Urban Farm).

I live at 33377 Norfolk St, Livonia, MI 48152. Please acknowledge for the June 13, 2023 public hearing that I approve and vote yes that Michael Morad's property be rezoned to Rural Urban Farm (RUF). Mr Morad and his family have improved the property tremendously since they purchased it. Please record my vote as a Yes for RUF. Please call me if you have questions.

Thank you,
Carol Szatkowski
248-765-7512

From: [KARL & ROBERTA BURNETT](#)
To: [Planning](#)
Subject: Resining @ 20180 Westmore
Date: Tuesday, June 6, 2023 2:17:41 PM

Ladies and gentlemen:

I am sending this message by electronic mail because I expect to be out of the city at the time you have scheduled your hearing on the matter of rezoning at 20 180 Westmore in Livonia, a private residence located in our subdivision.

Please allow me to be placed on your agenda as reading my message aloud and not in support of rezoning this residential property.

Folkers Farmington acres was probably a farm a very long time ago?

However, the subdivision is now a pleasing and comfortable area in which to live as single family residences.

I suspect the city Council has already received a request for this rezoning and has denied it?

Therefore, the original proposal to redone has probably been simply forwarded to the zoning board of appeals (ZBA).

This proposal to rezone a single-family residential property to one of rural urban farm is not supported here by myself, or my neighbors surrounding me and the concerned residence.

I respectfully request the proposal to re-zone. The subject property be denied.

Thank you in advance
R. Karl Burnett
32720 Norfolk St.
Livonia, MI 48152

Sent from my iPhone

Uhazie, Jacob

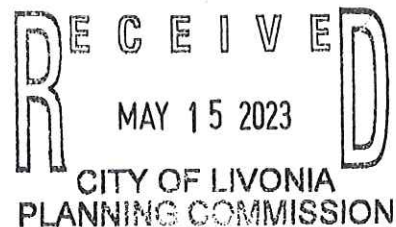
From: Centers, Janice
Sent: Monday, May 15, 2023 10:24 AM
To: Taormina, Mark; Uhazie, Jacob
Cc: Simmons, Jennifer; Centers, Janice
Subject: FW: Online Form Submittal: Planning Inquires

Good morning,

We received the following Planning Inquiry email today. Would someone be able to reach out to Mr. Dumond, or provide information for me to respond with?

Thank you,
Janice

Janice Centers
Executive Assistant to the Mayor
City of Livonia | Mayor's Office
(734) 466-2206
jcenters@livonia.gov



From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, May 13, 2023 11:24 AM
To: support <support@livonia.gov>
Subject: Online Form Submittal: Planning Inquires

Planning Inquires

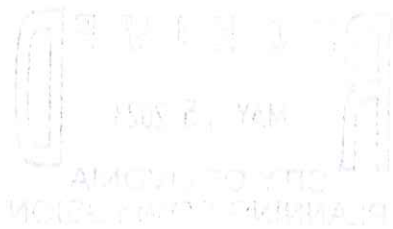
This form is for any questions, comments, or concerns you may have for the City in regards to planning. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	keith
Last Name	dumond
Address	33201 Norfolk st.
Email Address	durodkjd@yahoo.com
Phone Number	734-934-4413
Describe your issue, concern, or question.	I am concerned about, the possibility of a rezoning in my area, allowing for farm animals. Chickens to be specific. I moved into a residential, as opposed to a rural area for a reason. I would

strongly urge, the council not to approve such a motion. What next goats? I see a rat problem coming from this, thank you.

Date of Concern	5/13/2023
Attachment (Optional)	Field not completed.

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



From: [Kathy Wiltsie](#)
To: [Planning](#)
Subject: Home on corner of Westmore and Norfolk rezoning and add chicken coop
Date: Monday, July 10, 2023 2:08:03 PM

Planning Commission

I am writing to say that I vehemently oppose the rezoning to allow a chicken coop to be built on the property at the corner of Westmore and Norfolk, Livonia 48152.

The yard facing Norfolk is a trashy mess most of the time and I do not see a chicken coop being kept clean and odor free. This has always been a residential area.

The other homes along Norfolk are neat and well kept.

Patricia Wiltsie
19983 Mayfield
Livonia Mi. 48152

From: [Ron Irvin](#)
To: [Kasprowicz, Sara](#)
Subject: Rezoning of 20180 Westmore from N2 to RUF
Date: Tuesday, July 11, 2023 1:22:01 PM

[Sent from Yahoo Mail on Android](#)

Dear Sara,

Please add this list of signatures to the file for the meeting regarding the change of N2 to RUF for the property at 20180 Westmore, petition 2023-04-01-03. We can supply a paper copy.

We do not see the meeting listed for tonight, July 11th at 7:00 pm. Has the meeting been moved. Thank you

Ron Irvin

To: The Livonia City Planning Commission
Re: Petition 2023-04-01-03, Rezoning 20180 Westmore from N2 to RUF
Date: 7/10/2023

Dear Committee;

Please see the attached list of residents who are opposed to the rezoning of the above property. The proposed rezoning is not in keeping with the rest of the subdivision. We request that the property remain N2.

Petition against the rezoning
of 20180 Westmore
from N2 to RUF

<u>NAME</u>	<u>Address</u>	<u>Sign</u>
KEVIN KRAFT	20319 SHADYSIDE	<i>[Signature]</i>
KEVIN Crowell	20336 Shady side	<i>[Signature]</i>
Sharon Crowell	20336 Shadyside St	<i>[Signature]</i>
Mika Pettys	20111 Shadyside	<i>[Signature]</i>
David Korman	20285 Shadyside	<i>[Signature]</i>
STEVE SUMMERS	20025 SHADYSIDE	<i>[Signature]</i>
Evan Bayajian	20355 Mayfield	<i>[Signature]</i>
Karen Govender	20120 Mayfield	<i>[Signature]</i>
Genasen Govender	20120 Mayfield	<i>[Signature]</i>
Kathleen Erngren	20414 Shadyside	<i>[Signature]</i>

**OTHER ITEMS
RELATED TO THE
PETITION**



Mystic Maran

Characteristics:

- Quiet demeanor
- Submissive
- Obedient



Leghorns

Characteristics:

- Friendly
- Large egg production
- Sprightly

Olive Eggers

Characteristics:

- Mellow
- Docile
- Friendly with other birds



Isa Brown

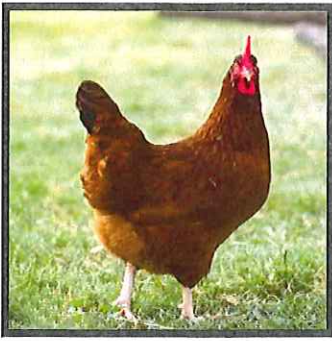
Characteristics:

- Affectionate
- Approachable by nature
- Known for their love of people.



RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

2023-04-01-03



Rhode Island Red

Characteristics:

- Calm
- Docile
- Active

Brahma

Characteristics:

- Maternal
- Non- aggressive
- Quiet



RECEIVED
APR 26 2023
CITY OF LIVONIA
PLANNING COMMISSION

2023-04-01-03



LETTER TO THE LIVONIA CITY COUNCIL

8.

Law
August 21, 2023

MEETING DATE

PH080723/R082123/R090623

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA ZONING ORDINANCES, AS AMENDED: Department of Law, re: Petition 2023-04-01-03 submitted by Michael Morad, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest ¼ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

BACKGROUND DETAILS

At your regular meeting held on August 21, 2023, you responded to Petition 2023-04-01-03, submitted by Michael Morad, for a change of zoning of property located on the east side of Westmore Street between Farmington Road and Shadyside Street (20180 Westmore Street), in the Northwest 1/4 of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

Accordingly, herewith submitted for your consideration is the proposed ordinance amendment prepared by the Department of Law, together with the map prepared by the Planning Department.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

First Read

ATTACHMENTS

1. PH080723 2023-04-01-03 Michael Morad DIRECTION
2. PH080723 2023-04-01-03 Michael Morad Minutes
3. PH080723 New Data Item 3 - 2023-04-01-03 Michael Morad -Resident Response
4. PH080723 2023-04-01-03 Michael Morad
5. 2023-04-01-03_E-COUNCIL Pkt
6. Proposed Ordinance - Pet. 2023-04-01-03 - Michael Morad
7. 2023-04-01-03_1st

APPROVED BY

Paul Bernier, City Attorney

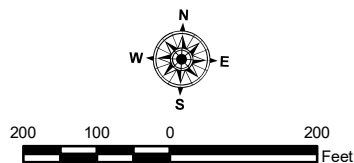
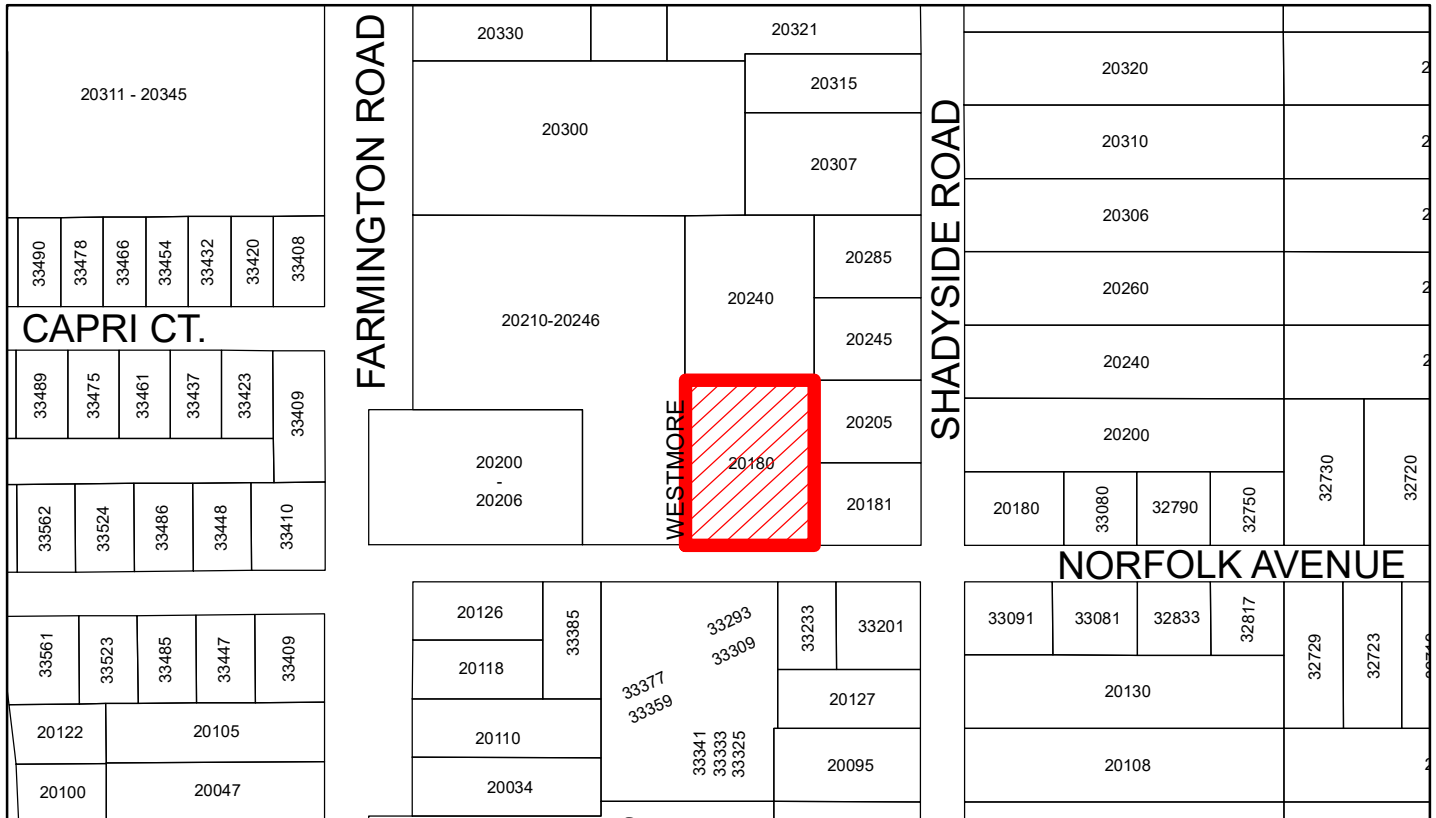
Date: August 24, 2023

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

Date: August 24, 2023

Maureen Miller Brosnan, Mayor

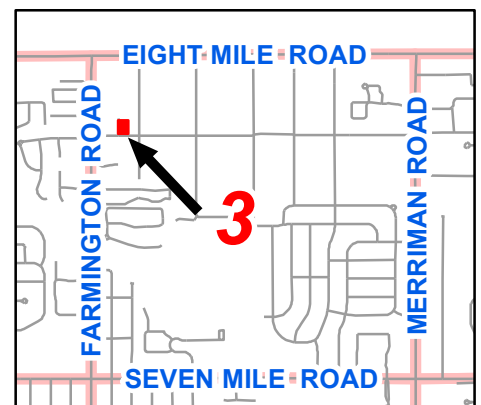
BOUNDARY OF DISTRICT AS AMENDED FROM N2, NEIGHBORHOOD TO RUF, RURAL URBAN FARM



PETITION NO. 2023-04-01-03
A PART OF THE N.W. 1/4 OF SECTION 3

AMENDMENT NO. TO
THE LIVONIA ZONING MAP
CITY OF LIVONIA, MICHIGAN
ORDINANCE NO.

Adopted by the City Council on



MAYOR
CLERK

**PUBLIC HEARING
DIRECTION**

Monday, August 7, 2023

Findings and Order of the Hearing Officer regarding the demolition of a residential structure located at 37739 Seven Mile, in accordance with Chapter 15.52 (Dangerous Buildings and Structures) of the Livonia Code of Ordinances, as amended.

DIRECTION: 1) APPROVING

Findings and Order of the Hearing Officer regarding the demolition of a residential structure located at 11033 Berwick, in accordance with Chapter 15.52 (Dangerous Buildings and Structures) of the Livonia Code of Ordinances, as amended.

DIRECTION: 1) APPROVING

Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest $\frac{1}{4}$ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

**DIRECTION: 1) APPROVING
2) DENYING
3) COMMITTEE OF THE WHOLE**

Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513 and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast $\frac{1}{4}$ of Section 1, from C-1 (Local Business) to N1 (Neighborhood).

DIRECTION: 1) APPROVING (FOR 1ST READ)

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF AUGUST 21, 2023**

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, August 7, 2023

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on August 7, 2023.

MEMBERS PRESENT: Jim Jolly, President
Laura Toy, Vice President
Rob Donovic
Brandon McCullough
Kathleen McIntyre
Scott Morgan

MEMBERS ABSENT: Scott Bahr

OTHERS PRESENT: Paul Bernier, City Attorney
Mike Fisher, Assistant City Attorney
Mark Taormina, Planning and Economic Development Director
Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:27 p.m. with Council President Jim Jolly presiding. This item is regarding **Petition 2023-04-01-03** submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest $\frac{1}{4}$ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm). This item will be moved to the Regular Meeting of August 21, 2023.

The Public Hearing is now open. There were 5 persons in the audience.

Jolly Item number three is a different type of matter. To start this off I'm gonna go to our Economic Development Director, Mark Taormina. Mr. Taormina, can you introduce us to this item?

Taormina Thank you, Mr. President. Again, this is a request to rezone a single-family residential property from N-2, Neighborhood, to R-U-F, Rural Urban Farm. This is an unplanted property. It's located at the corner of Norfolk and Westmore Avenue. The purpose of the zoning change is to allow the property owners to keep chickens. R-U-F zoning under Section 6.34 does allow for the keeping of animals, including fowl on properties that are at least a half an acre in size, and so that the equivalent of 21,780 square feet. The R-U-F district, on the other hand, requires a minimum lot size of 15,000 square feet, but this property is over 39,000 square feet or just under an acre, so it meets the requirements the land size requirements for both promote the keeping of animals and the R-U-F district. In addition to the main house and the detached garage, there is a small chicken coop

and a fenced in enclosure, or what we're referring to as a chicken run. The coop and run are located at the rear of the property in the northeast corner. The applicant currently has a total of 16 chickens. To address some of the concerns, the homeowners are going to have the city conditionally approve the zoning change. So, before you, is a list of conditions that would be incorporated into an agreement. This so-called conditional zoning agreement is authorized under the Michigan zoning Enabling Act. And under the statute, an owner may voluntarily offer in writing and the Council may approve certain use and development of land as a condition of rezoning. So, we don't see these too often, but we have, in the past, approved maybe five or so conditional zoning agreements. The law does prohibit local units of government from requiring landowners to offer conditions as a requirement for rezone and does not allow them to add or alter the condition. So again, these are voluntary conditions submitted by the Morad's to the Council for your consideration. Approving the conditions, Council may establish a time period during which the conditions apply to the land. And if the conditions are not satisfied within the specified time, the land shall revert to the former zoning classification. So, the Morads are offering of conditions relating to the keeping of chickens on the property. The list is provided to you this evening as a conditional rezoning stating of conditions. And it includes several items including a limit on the number of chickens, a prohibition of keeping roosters and other farm animals, where and how to get chickens are to be kept on the property, as well as the maintenance, prohibition of any commercial activities related to the keeping of chickens. And then the duration that chickens can remain on the property, which would last for as long as the Morads or their heirs resided at the property. So, I won't go over each one of those, but you should have a draft of that agreement before you. The Planning Commission is recommending approval of the zoning with the with the acceptance of the conditional zoning agreement.

- Jolly Okay, so two questions initially for me first, have they offered any self-restrictions in regards to building additional structures on the property?
- Taormina As it pertains to the chickens?
- Jolly As it pertains to anything.
- Taormina No, that issue has never been addressed.
- Jolly Okay. And when you say that they have agreed to these terms for themselves and their heirs who may reside on the property, do we mean heirs by way of succession? That word heirs, as Mr. Bernier and Mr. Fisher can explain to us, probably has different meanings and we want to be clear what that what that actually means. And would that also include anybody they assigned the property to, by way of sale or otherwise?

- Taormina It's not intended to cover the latter. I believe it would be direct descendants. I think that's the intent. The Morads are the ones that provided this language. We helped them draft it, but I understand your concern. And that's something we can certainly fine tune, should you want that to be better understood, what those limitations are, and you can work with the attorney and the Morads to pin it down.
- Jolly Is this something that at some point, moving forward from tonight to the August 21st meeting, that our Law department can take a look at as well to make sure there's a clear understanding of what's being offered?
- Bernier Mr. Fisher is our chicken expert and that's why Mike is here today. And we will clearly take a look at that.
- Jolly Okay, if so there's nothing else from Mr. Taormina, I'm gonna go to the petitioner. If there's somebody who'd like to speak on behalf of the petitioner, please come up to the podium. Identify yourself and your address, even though we know what that is, and give us your perspective. Mr. Taormina has already explained it to us from an overview. So, if there's anything you'd like to add to this, please go ahead.
- Mr. Morad My name is Michael Morad. My address is 20180 Westmore, Livonia, Michigan, this is my wife, Megan Morad. So, the current anybody that has a current R-U-F zoning in Livonia, they have zero restrictions on the number of chickens, whether or not they can have roosters, how many, what type of building they can build, if they can free range, if they can wander about your property, or if they need to be kept up, within a coop or run throughout the day. And again, we're giving up those conditions. Just to make this process a little bit easier and simpler for everybody to speak on. To speak on your question, Jim. It is just intended in case something happens to myself or my wife, it would only go to my children, if we have two boys. So, they either buy the house from us later in life, or if something happens to us, and they have to take over the house. That's the only intended purpose of it. There's no other purpose of it. It's when it's sold, they can revert to N-2 as was stated in there. I'm not going to care, I'll be dead.
- Jolly So my other question, though, R-U-F properties are allowed to have additional structures. And this is something that comes before us from time to time you'll see people with bigger lots who build additional barns or something of that nature. Where do you find yourself in regards to that?
- Mr. Morad We won't be building anything other than what's already on the property. Just the coop, the run, the garage the house, and a tool shed in the corner. As far as other buildings. I can't imagine building anything else on that property.

- Jolly Yeah, I can understand that. When I first saw this, the first thing that came to mind to me, because we haven't had a whole lot of issues come up in regards to R-U-F about zoning. The few that have happened in regards to people wanting to build additional farm structures and things of that nature. And so that was my interest. And my concern initially looking at this.
- Mr. Morad Yeah, we have no interest in building a barn. Our property is kind of laid out weird. If we were to put a barn of any sort there, it would take up our entire side yard, basically, from the side of our house. It's kind of odd how our property is laid out.
- Jolly Before I ask you, one last thing. Mr. Fisher? With the explanation of these concessions that's been provided by Mr. Taormina. Because of the language that he used, and I'm not I'm familiar with the statute, is that something that I could ask them if they'd be willing to consider in regards to additional structures or is that something that I can't ask. In terms of would they have to offer that as a concession themselves or can we ask them to be open to that?
- Fisher Oh, I see. This is supposed to come from them.
- Jolly Okay. So, they would have to offer that freely. That's why I'm asking him and I'm not asking you, I don't want to put you on the spot. That was my concern when I first spoke with this, because that's the only issues that come up with our R-U-F lots. So that's all I got. In regards to my colleagues here, Ms. Toy. Go ahead.
- Toy If I may, to the Petitioner or Mr. Taormina. As you are expanding this or not expanding it, do you sell these eggs?
- Mr. Morad No, we do not. That is one of our conditions as well. No chickens, or eggs will be sold from property. We give them out to everybody. We give them to our neighbors, friends, friends of friends. Everybody. We give them away, we give them away to everybody. And then if they do sit on the counter too long. We cook them back up and giving back to the chickens. It's actually really good for him as cannibalistic as that may sound. The shells provided back to them, the shells, the eggs, it's very good for them, it makes better eggs, bigger eggs and other chickens. We do that as well.
- Jolly That answers the question in regards to what comes first, I guess right? Mr. Donovic.
- Donovic Thank you, Mr. President. Thanks to the petitioners for being here tonight. Thank you for the various residents that sent me letters for and against this and begin a few people reach out to me. To Mr. Taormina, can you explain the theory of spot zoning because that's something that comes up to me my look at this aerial map. It's surrounded by C-1 along Farmington

Road with some N-1 and some C-2, but within the neighborhood itself, it's primarily zoned N-2, then you get into the thought process of single handedly rezoning one particular property, what is the theory of spot zoning? Where does it put us in the future, when another Petitioner comes before us and wants to rezone a particular property in the middle of C-1, now I make it just N-1. I'm trying to think of where we as a Council...

Taormina I think the example you just cited is probably more akin to what people would consider spot zoning where you have one, one use district that drastically differs from another from the surrounding use districts and in that, and there's going to be a zoning curve within almost an island within that dominant classification. Here, what you're doing, you're just substituting one residential classification for another, the size of this property meets the R-U-F district requirements. It's the same use group and allows mostly the same types of uses with the exception of the keeping of animals. So, I would not put this, I'm not pressed by this situation at all.

Donovic It's important to your point, we're just staying residential, we've just gone from one type of residential to another type of residential. So, the spot zoning or future ramifications of us proving this rezoning would not necessarily be harmful to us, wouldn't jeopardize us in the future by picking and choosing when we want to redevelop or rezone a property. How did we get to the number of chickens? On my notes is 25 chickens, but I think I heard that in R-U-F, there's no limitation on how many chickens you could have, if I heard that correctly. How did we get this number 25?

Taormina There is no limitation and Mr. Morad will have to answer your question regarding the number that's in the agreement, because that's the number that he provided to us.

Mr. Morad 25 is the limit that is what is that what our coop on our run is built for, that's the max that we can hold there without having to expand, make a bigger run, make a bigger coop. At 25, that's pretty full for what we have, we don't plan to go that high, you know, anytime soon. That's just as they get older, we phase new chickens in the old ones get phased out. So, the other thing with that they're flocking animals, when you buy them from stores and other places and like breeders and things like that, you'd have to buy six at a time.

Donovic And the last question is, what are you doing as owners to try to lessen the burden on your next-door neighbor's because I've gotten some emails concerning about what they're going to do with their impacts. What do you do as owners of chickens? I know nothing about chicken, I just know how to eat it at a restaurant. So, I don't know what kind of, doe it smell, is it loud? These sorts of things that come to mind, what are you doing as owners to kind of fix those issues so your neighbors can live peacefully?

Mr. Morad So, I'll kind of go through my notes that I have here. So, what we have right now, I don't know if there's a picture of it. If you guys have it or can see. The shed is a seven by seven, just standard plastic, plastic, blow molded shed. Inside, I built walls all the way around on the three inside walls. They are insulated, so that helps reduce the noise. When they are laying eggs, that's when they are the noisiest. When I'm standing at my backyard, on my patio, at my house. You can hear them just as loud as there's loud as crickets back there. They're not that loud. That is the loudest that they will be throughout the days when they're laying. The door between, it's an automatic door, it opens and closes automatically. I set that time and I change it throughout the year. So, it opens at 8am. I can make that later as the year goes on, as the time changes and things like that. And that's again, courtesy to the neighbors. But we don't have roosters, that was our condition that we offered as well. We don't want to have fertilized eggs, because we don't want to have just a bunch of chickens popping up all year long. So, that's why we added that in there as well. Again, for the noises also. The coop, we do clean that out every two weeks. We do clean that out, everything is taken out. We follow the GAAMP procedures, which is how you handle animal manure droppings and things like that. And that's the standard set by MDARD, which unfortunately I'm very familiar with MDARD through work. I'm a licensed pesticide applicator. So, I do attend a lot of MDARD things as well. So, I'm pretty familiar with them. But we follow that pretty closely. And we take care of as well as best as we can. We haven't had any complaints about smell or anything from the neighbors that are right there. All three of them that are out there, we've never had any issues. So, that's what we do to take care of it. The run has construction sand in it, which has a little bit more aggregate in it. The chickens eat that and when they peck at it, it gets in their system and it gets in their gizzards to their like to their food, it grinds their food up. And that's it what the construction sand is for, and we clean that out every week. I rake that all around that construction sand, move it all around, just kind of till around, gives them fresh new stuff to pack and go through.

Mrs. Morad We communicate with them on almost daily basis to make sure that there is no smell, and the noise is not concerning. I mean, we're very just very involved with so they love it. They love them too.

Jolly Thank you both. Are there any other questions specifically for the petitioners in regards to this item? I see none. You may sit down. I will open the floor up anybody else who'd like to speak. I will note that we do have new data on this item coming to us from Ron and Jan Irving at 20181 Shadyside as a matter of information that they provided to the Council. Good evening, ma'am. Tell me your name and address please.

Schantz My name is Pauline Schantz, my address is 33223 Norfolk Street. I live across the street from them. And I've been in their backyard with their

chickens in the run and things like that. I never smelled them. They're not real loud. I haven't actually heard them, except when they are on the run, and they're not real loud then. Actually, my fly bag on the side of my house smells. This does not. And my dog, I can hear after dry. But I don't hear their house. So, I have no problem. I think that they are doing a wonderful job they've actually been taking care of the home and the yard and improved the whole thing.

Jolly Thank you. Good evening, ma'am. Your name and address please.

Hanania Andrea Hanania 34930 Munger Drive. I totally support this, given the safety issues, having chickens in their backyard. Whatever their practice is, may not be a practice that I would agree with, but they should be able to practice and take care of their family in whatever way. I actually tried to get chickens and go through this process because I didn't want to deal with this. So, I let them go. But I'm happy for them. And I support them dealing with them. And with the pesticides, I support free range also.

Jolly Is there anybody else who'd like to speak to item number three? If anybody would like to speak to this item, please line up accordingly if you're able to. Good evening, ma'am, your email address please.

Irvin Good evening, my name is Jan Irvin. This is my husband, Ron. 20185 directly behind their property. I'm not going to go over the many pages that I sent to you. I'm just gonna paraphrase a few things because I know I only get a short time. But it's already down to 51 seconds, so, start my two minutes. My husband and I have lived in Livonia for 30 years. I have severe allergies for over 54 years, I received two allergy shots every two weeks and various medicines for my numerous allergies, including anything of fur or feathers. If the Morads have 25 chickens free roaming in the big pen, which is also suggested in the list, which is their big dog pen, it's 50 x 60 behind our house, we won't be able to use our porch or open our windows. We babysit for our two-year-old grandson. He also has allergies, so we will not be able to be comfortable with him being in the yard. Secondly, Mrs. Morad's paperwork suggests that she may have an emotional support animal in the home, not 25 chickens that's not specified. She stated that she is allergic to them. Her husband and son appear to be the ones caring for the current 16 chickens. And we hope that it doesn't go to 25. At what point does one person's right, get taken away for someone else's to rezone for chickens? We do not recommend rezoning or giving permission to have 25 chickens. My husband and I are 68 and 69. We just want to enjoy our yard without health concerns coming from the adjacent yard. I can't open my windows at all. Councilmembers, please ask yourself, would you want 25 chickens behind your yard? The City Council has a responsibility to all the citizens of Livonia, not just one resident. Please look over the attachments. I know there's a lot of reading, but I do have a letter from my doctor. Also, I just don't feel that one person shouldn't be taking over the whole area. And when we were canvassing

the neighborhood, it was about 60/40 for or against chickens. And one of the neighbors said, Oh good. She has a 500-foot lot. She said, I'm going to ask to be rezoned because I'd like to get a horse.

Jolly So that's your time, ma'am. Thank you.

Irvin Thank you.

Jolly Okay. Mr. Bernier, I see an audience member who's already spoken on this topic approaching the podium. We are committed to speaking once per meeting.

Bernier That's correct.

Jolly So thank you very much. We just can't have a going back and forth kind of situation. We're considering everything that's been said. Good evening, sir. Your name and address for the record please.

Murphy My name is David Murphy. 39040 Grennada Street. I do live in a subdivision where we have a neighbor with chickens, and it is very pleasant. They roam around in the yard from time to time. They're not loud. Same thing, no roosters. The speaking with them is very pleasant. And they allow us to come around it. And I'm just saying I'm for it.

Jolly Thank you sir, I appreciate it. Good evening, your name and address please sir.

Gesek Hi, Jonathan Gesek, 9023 Laurel Street. I've been a resident of Livonia Michigan, for about 41 years now. And I think that the events of the last three or four years have caused our food supply to sometimes be a little fragile. And I think that we should encourage people who can have distributed food supplies such as the Morads, here, to have those. We know that, well, I personally know the Morads, and I know they share everything they have if anyone asks. And so, if something dreadful happened in the near future, it would be good for anyone's to have someone like them to help share eggs, meat to things like that.

Jolly Thank you sir. Is there anybody else from the audience would like to address item number three? Going once, going twice, public comments on Item three is now closed.

Donovic Mr. Chair, I'd like to offer an approving a denying and a Committee of the Whole options. So, our colleagues have ample opportunity to make a decision for the next meeting. Thank you, Mr. Chair.

Jolly Thank you, Mr. Donovic. So, what Mr. Donovic has done, he's offered all three of the available options in regards to this. An approving, denying and a Committee of the Whole. That is basically, it runs the playing field in terms of what our possibilities of having at the next meeting is not

uncommon to vote on, for all three potentially is pretty common, so that the Council can consider all options and go forward in regards to exploring our thoughts and how they vote on this on August 21. Okay, so, with that being said, we will close item number three.

As there were no further questions or comments, the Public Hearing was declared closed at 7:52 p.m.

To: [Kasprowicz, Sara](#)

From: [Jan Irvin](#)

Subject: Chicken petition

Date: Friday, August 4, 2023 11:16:43 AM

Hello Sara,

NEW DATA RECEIVED FOR PUBLIC
HEARING OF AUGUST 7, 2023, ITEM 3

Here are the 3 photos I wanted to include. I will bring the envelope containing the rest of our letter.

Therefore our input will be a total of 10 items for the meeting. Thank you for all your help!

Jan Irvin. 248 477-3677 H. 248 982-6530 C.



Compost bin placed directly in our view, not near chicken cleaning area





Ron and Jan Irvin
20181 Shadyside
Livonia, MI 48152

Livonia City Council

August 3, 2023

Re: Petition #2023-04-01-03

Dear Council Members,

My husband and I have lived in Livonia over 30 years and we have always enjoyed our area of mixed types of housing with large trees. The Morads moved in behind us and made improvements, but also erected a large dog pen, a large chicken coop with 16 chickens and a chicken run. They were advised that the neighborhood was a residential zoning area, not "urban farm" and they decided to pursue rezoning even though their property is less than the required acre. The Morads have submitted a list of proposed items which they want the Council to consider for rezoning. However, it appears they have changed a few items since the last meeting with the planning board. We want to go on record as objecting to these changes.

- 1) Perhaps the current coop and run are overcrowded already and that is possibly why they want to put the chickens in the dog pen to run "free range". The 25 chickens are an excessive number for the property. According to Mrs. Morad's paperwork, it was suggested that she have an emotional support animal in the home. It does not say anything about a large amount of chickens.
- 2) **I have had severe allergies for which I have been treated over 54 years.** I receive two allergy shots and various medicines for my various allergies including anything with fur or feathers. If the Morads are allowed to have chickens in the big pen I will not be able to be in the backyard to do my gardening while they are present as we are "down wind" from that area. See doctor's note.
- 3) We babysit our 2 year old grandson 1-2 days a week. We would not feel comfortable to let him play in the backyard. We have already put up a row of bushes to keep him from the fence as the male dog urinates through the fencing and we do not want him to keep walking through that.
- 4) The dog pen is about 50 x 60 feet. However it is against our backyard fence and only 49 feet from our porch. Consequently, we will not be able to sit on our porch, garden or otherwise enjoy the yard while the chickens are roaming. Chickens put off a dust and have other diseases as mentioned in the three attached pages, A1-A3. An article entitled "The Happy Chicken Coop" states that salmonella, lysteria, and E. coli are also very common in chickens. It says that it stays in the grass even after the chickens have left. The Morads have two small children. The article also states that one should be very careful with children under 5 handling chickens.
- 5) Why would you have an emotional support animal that you are allergic to and do not take care of? Mr. Morad does all the animal care with his son. Mrs. Morad does not interact with the chickens.

- 6) Many people in our neighborhood have lots that exceed 500 feet in depth making their properties much larger. While speaking with neighbors about the rezoning, one neighbor said "oh good, I think I will rezone to see if I can have a horse." Rezoning would allow others to apply.
- 7) **Our question is: At what point does one person's rights get taken away in order for another to have a rezoning to raise chickens. We can contact the American Disabilities Agency people to see what can be done in this situation.**

Please consider:

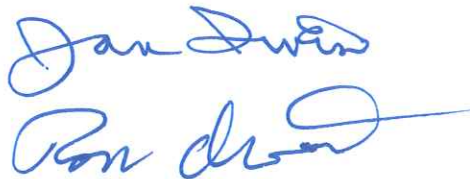
- A) We would prefer that there be **no chickens whatsoever**. If the chickens remain, they should not exceed the current number of 16.
- B) The chickens should never be in the dog pen.
- C) The composter should be moved near the cleaning area of the coop instead of right behind the fence in our view. Mr. Morad did this to antagonize us.
- D) The Morads are not allowed to sell the eggs. (He told a neighbor that he can get \$5.00 for each dozen.)

In conclusion, my husband and I are 68 and 69 years old. We just want to enjoy our retirement, yard and patio without any health concerns coming from the adjacent yard.

Council Members; please ask yourself if you would like to have 25 chickens behind your yard? The City Council has a responsibility to all the citizens of Livonia, not just one resident.

Sincerely,

Jan and Ron Irvin



Please see attached pages and photos.

Irvin- page 2

2023-04-01-03

Irvin
#2023-64-01-03

ASTHMA ALLERGY IMMUNOLOGY CENTER
18451 W12 MILE ROAD SUITE 100
LATHRUP VILLAGE, MICHIGAN 48076
PHONE: 248.646.3131 FAX: 248.646.5871

August 03, 2023

To: Livonia City Council

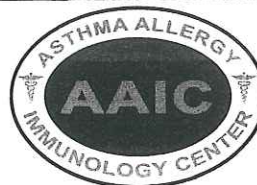
My patient, Jan Irvin, has extensive allergies, including animals with fur or feathers. She has been treated by Dr. Lawrence Sweet (retired) and Dr. Badr, her current allergist. She has been receiving allergy injections and attending regular office visits for over 54 years. She currently receives 2 injections every two weeks, as well as allergy medications and eye drops.

I do not recommend that she be near chickens, as mentioned in the neighbor's rezoning proposal, especially in a "free range" capacity.

Sincerely,



Itemad Badr, M.D.



Itemad Badr, MD
Board Certified Pediatric and Adult
Allergy & Immunology

18451 W. 12 Mile Rd, Suite 100
Lathrup Village, MI 48076
Phone (248) 646-3131
Fax (248) 646-5871

4792 Rochester Rd
Troy, MI 48085
Phone (248) 528-9010
Fax (248) 528-2162

www.aaicmi.com

westmore

Coop Run
Chickens

Tent

neighbor

Shed

Compost

about 60x50'

Morad House

Dog Pen
and "free
range" area

Our Back
Yard
49 ft
to our
Porch

Garage

Our
Garage

Norfolk

Quick guide to poultry dust

These pages give non-technical information on how to prevent respiratory disease from working with poultry and tell you where you can get further help, if you need it.

[The technical and legal guide gives more detailed information](#)

What is poultry dust?

Poultry dust is a mixture of bird feed, bedding material (eg wood shavings/shreds or straw), bird droppings, feathers and dander (dead skin), dust mites and storage mites, and micro-organisms such as bacteria, fungi (moulds) and endotoxins (cell wall components of bacteria).

[Diagram showing the constituents of poultry dust](#)

Does this concern me?

Respiratory disease (a disease affecting our lungs and breathing tubes) is a major occupational health risk for people working in agriculture. The number of occupational asthma cases is double the national average. Studies have shown that poultry workers exposure to poultry dust can be substantial.

Workers with occupational respiratory disease may develop permanent breathing problems, becoming disabled, and unable to work. This not only affects individual workers, but has wider cost implications for employers and the poultry industry as a whole.

What should I do about it?

Respiratory diseases are preventable. There are simple, cost-effective steps employers and workers can take to avoid respiratory disease at work, using the [avoid, protect and check](#) approach and following the guidance set out in [Controlling exposure to poultry dust: An occupational hygiene standard of good working practice for poultry farmers](#).

Which activities generate poultry dust?

People working in poultry houses breathe in many different airborne particles, which together are called poultry dust. What poultry dust is made up of depends on several things, eg the growing or production system, the type of housing, the type and age of the birds and the work itself. There are several typical activities that create airborne poultry dust, capable of causing respiratory disease:

- Laying down bedding.
- Populating poultry houses with young birds.
- Routine crop maintenance and cleaning.
- Catching poultry (depopulation).
- Litter/manure removal.
- Cleaning poultry houses after depopulation (final clean).

Laying down bedding

- Spreading straw/wood shavings by hand.
- Mechanical chopping and spreading of straw and wood shavings.

Populating poultry houses with young birds

- Placing out trays of day-old chicks into growing sheds.
- Transferring point of lay hens from wheeled modules into cages/open barns.

Routine crop maintenance and cleaning

- Using an air blower to clean down battery cages, walls, floors and machinery.
- Using a brush to sweep away debris.
- Using a brush to clean cages.

Catching poultry (depopulation)

- Herding birds into a penned area.
- Walking through birds to check for bird welfare.
- Catching birds.
- Vaccinating birds.
- Loading birds into modules.

Litter/manure removal

- Using a mechanical bucket to scoop, scrape, pile up and tip litter.
- Using a shovel to remove litter from around the base of roof supports and other awkward areas inside a poultry house where a mechanical bucket cannot reach.
- Using a blower to remove litter from around roof supports/extensions.
- Using a mechanical rotary brush to sweep up the floor.

Cleaning poultry houses after depopulation (final clean)

- Using compressed air to clean extraction fan and casings.
- Using compressed air to blow down poultry material at a high level.

Respiratory disease

Our respiratory or breathing system includes the mouth, nose, lungs and the tubes that connect them. Occupational respiratory disease is a medical term used to describe diseases caused by, or made worse by, something you breathe in while at work, eg poultry dust.

Diagram of the breathing system

Symptoms

Poultry workers often have breathing problems at work such as:

- Spreading straw/wood shavings by hand.
- Mechanical chopping and spreading of straw and wood shavings.

Populating poultry houses with young birds

- Placing out trays of day-old chicks into growing sheds.
- Transferring point of lay hens from wheeled modules into cages/open barns.

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Respiratory disease

Our respiratory or breathing system includes the mouth, nose, lungs and the tubes that connect them. Occupational respiratory disease is a medical term used to describe diseases caused by, or made worse by, something you breathe in while at work, eg poultry dust.

Diagram of the breathing system

Symptoms

Poultry workers often have breathing problems at work such as:

- coughing;
- bringing up phlegm;
- shortness of breath;
- wheezing; and
- chest tightness

Working with poultry dust commonly causes symptoms affecting the:

- eyes (itching, watering or redness);
- nose (sneezing, itching, runny or blocked nose); or
- throat discomfort

You can also get flu-like symptoms with headache, fever and muscle aches.

If you suspect you may have a respiratory problem, report your work-related symptoms to your employer and visit your doctor for advice and treatment if needed.

**PUBLIC HEARING
DIRECTION**

Monday, August 7, 2023

Findings and Order of the Hearing Officer regarding the demolition of a residential structure located at 37739 Seven Mile, in accordance with Chapter 15.52 (Dangerous Buildings and Structures) of the Livonia Code of Ordinances, as amended.

DIRECTION: 1) APPROVING

Findings and Order of the Hearing Officer regarding the demolition of a residential structure located at 11033 Berwick, in accordance with Chapter 15.52 (Dangerous Buildings and Structures) of the Livonia Code of Ordinances, as amended.

DIRECTION: 1) APPROVING

Petition 2023-04-01-03 submitted by Michael Morad under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the property at 20180 Westmore Street, located on the east side of Westmore Street between Farmington Road and Shadyside Street in the Northwest $\frac{1}{4}$ of Section 3, from N2 (Neighborhood) to RUF (Rural Urban Farm).

**DIRECTION: 1) APPROVING
2) DENYING
3) COMMITTEE OF THE WHOLE**

Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513 and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast $\frac{1}{4}$ of Section 1, from C-1 (Local Business) to N1 (Neighborhood).

DIRECTION: 1) APPROVING (FOR 1ST READ)

**THESE ITEMS ARE TO BE PLACED ON THE AGENDA FOR THE
REGULAR MEETING OF AUGUST 21, 2023**

**CITY OF LIVONIA
PUBLIC HEARING**

Minutes of Meeting Held on Monday, August 7, 2023

A Public Hearing of the Council of the City of Livonia was held at the Livonia City Hall Auditorium on August 7, 2023.

MEMBERS PRESENT: Jim Jolly, President
 Laura Toy, Vice President
 Brandon McCullough
 Kathleen McIntyre
 Scott Morgan

MEMBERS ABSTAINING: Rob Donovic

MEMBERS ABSENT: Scott Bahr

OTHERS PRESENT: Paul Bernier, City Attorney
 Mike Fisher, Assistant City Attorney
 Mark Taormina, Planning and Economic Development Director
 Sara Kasprowicz, Recording Secretary

The Public Hearing was called to order at 7:52 p.m. with Council President Jim Jolly presiding. This item is regarding **Petition 2023-05-01-04** submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513 and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast ¼ of Section 1, from C-1 (Local Business) to N1 (Neighborhood). This item will be moved to the Regular Meeting of August 21, 2023.

The Public Hearing is now open. There were 5 persons in the audience.

Jolly We'll move on to item number four. Again, we'll start with going to Mr. Taormina. But Mr. Donovic, I believe you have something to say?

Donovic Thank you, Mr. Chair. I have a professional work conflict and I'm going to recuse myself from this agenda.

Jolly Thank you, sir. Let the record reflect that Mr. Donovic is leaving the group and sitting in the audience. Mr. Taormina, can you tell us the overview of what this item number four is?

Taormina Yes, it's a rezoning petition. This involves three properties that are right at the corner of Eight Mile and Angling Roads. The current zoning is business local business C-1 and the proposal to change that to anyone neighborhood. So, from Commercial to Residential, when you look at the size of all three lots combines just over two acres and includes 280 feet in

frontage on Angling. Lot depth is 315 feet. All of the properties currently are vacant. The proposal would split the property into four new home sites. The N-1 zoning requires minimal lot area of 6000 square feet, the minimum lot width of 50 feet. In this case, the North lot parcel A would be 93 feet in width and 32,000 square feet in area. Parcels B, C and D would all measure 60 feet and 18,500 square feet, so substantially larger than what the N-1 minimum lot size requires. There are substantial floodplain and wetlands on the site. These have been identified and mapped. The plan shows that the building envelopes for all four parcels would be large enough so as not to disturb these areas. The Master Plan does identify this area as Corridor Commercial. The site does have quite a bit of history, mostly related to the development of medical office buildings on the site, which never came to fruition. There used to be one house on three lots and that house was removed sometime in the early 1990s. The Planning Commissioner has recommended approval of the zoning change. Thank you.

Jolly Thank you, sir. We'll go to the petitioner. Please identify yourself, name and address.

Eadeh Joe Eadeh, 8810 Brookline.

Joly Is there anything additional that you'd like to add to what Mr. Taormina has indicated?

Eadeh No, I agree with everything.

Jolly Thank you, sir. Is there any direction from the Council here, I see Mr. Morgan.

Morgan Yeah, I'd like to offer an approving.

Jolly We'll hear this on August 21, during the Regular meeting. Is there anything else from the Council? Ms. McIntyre.

McIntyre I think it's nice for the people around there, when you see a property go from a more intensive use to a less intensive use. And I know, Mark, you've indicated that, it's Commercial Corridor as the future land use, but it seems that it was a commercial space that never materialized into commercial space. So, it's nice to see property being used. And again, less intensive with R-U-F. Again, I think it's great.

Jolly Thank you. Ms. Toy.

Toy This property has been a problem for a long time. I applaud you for bringing that forward. Houses, we need more taxpayers, we need more young families. So, this should do the trick right here. So, thank you very much.

Eadeh Either that or getting chickens.

Jolly Thank you, sir. Have a seat. Are there any public comments in regards to item number four? Would anybody like to address item number four, going once going twice. Public comment is now closed. We do have an approving motion from Mr. Morgan that will be heard on August 21, 2023. I will call this item closed. That concludes our public hearings for this evening. Just to preserve the record I'll not that Mr. McIntyre is here as well. I did not introduce her earlier.

As there were no further questions or comments, the Public Hearing was declared closed at 7:57 p.m.



LETTER TO THE LIVONIA CITY COUNCIL

4.

Planning
July 12, 2023

MEETING DATE

July 24, 2023

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C., requesting to rezone the properties at 20511, 20513, and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast ¼ of Section 1, from C-1 (Local Business) to N1 (Neighborhood)

BACKGROUND DETAILS

July 12, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-05-01-04 - Colossal Development Group L.L.C.

Dear Council Members:

At the 1,201st Public Hearings and Regular Meeting held by the City Planning Commission on July 11, 2023, the following resolution was adopted:

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

#07-42-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513, and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast ¼ of Section 1, from C-1 (Local Business) to N1 (Neighborhood), be approved for the following reasons:

1. The proposed zoning change is compatible with and in harmony with the area's surrounding land uses and zoning districts.
2. The proposed zoning change would allow the site to be developed into four (4) new lots, fully compliant with the N1 District regulations.
3. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.

4. The proposed zoning change would provide for developing the subject property consistent with its size and location.

FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia Zoning Ordinance, as amended.

ATTACHMENTS

1. 2023-05-01-04_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: July 14, 2023



Maureen Miller Brosnan, Mayor

Date: July 14, 2023

Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513 and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast ¼ of Section 1, from C-1 (Local Business) to N1 (Neighborhood).

REZONING APPLICATION
CITY OF LIVONIA, MICHIGAN

All applications must be presented in quadruplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications must include property owner's name, address and notarized signature. You are invited and encouraged to review your proposal with the Planning Department staff.

Date Filed: 5/19/23 Petition 2023-05-01-04

Site Address: 20515 Angling Sidwell 001-99-0013-000
001-99-0014-000
001-99-0015-000

Requesting To Rezone Property From C-1 To N1

For the Following Reason (s) To create single-family home building sites.

Applicant: Joe Eadeh Business/Company: Colossal Development Group LLC

Applicant's Address: 32826 Five Mile Rd, #106 City: Livonia State: MI Zip Code: 48154

Applicant's Phone # (734) 956-0233 Applicant's Email Contact@GjonajGroup.com

For fee computation, see attached Fee Schedule Please provide the following information:

RECEIVED
OFFICE OF THE CITY CLERK

2023 MAY 19 PM 1:34

RECEIVED
CITY OF LIVONIA
MAY 19 2023
PLANNING COMMISSION

- 1) Legal Description of the property to be considered. Paper copy must be clearly printed.
Fully Dimensional Map (3 copies) drawn at an appropriate scale, with a north arrow, dated & legend key to symbols and showing:
 - The land that would be affected by the proposed amendment.
 - The dimensions, square footage & acreage of the land.
 - The existing conditions of the site, including all structures & parking layout.
 - A legal description of the land to be rezoned.
 - All public and private right-of-ways & easements bounding & intersecting the site.
 - A preliminary plan showing the proposed land use(s) of the land under consideration.
 - The zoning classification of all abutting zoning districts.
 - The structures and existing land uses on all property adjacent to the subject parcel and on other such property as may, in the City Planner's determination, be necessary to properly reflect the existing character of the surrounding neighborhood.
- 3) A copy of the Fully Dimensional Map submitted in a pdf. format either on a CD or it can be emailed to Planning@livonia.gov

Owner of Property: Frank Okolo

Owner's Address: 50176 Tottenham Court City: Canton State: MI Zip Code: 48187

Owner's Phone # (734) 334-6002 Owner's Email faokolo@yahoo.com

Signature of Owner: [Signature] Print Name: Frank Okolo

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

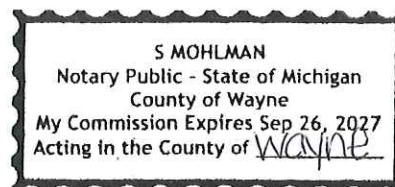
on this 8th day of May 20 23

Signature of Notary [Signature] My commission expires 9/26/2027

APPROVED AS FORM
Department of Law

By: [Signature]

Date: 5/19/2023



UNAPPROVED MINUTES

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MINUTES OF THE 1,201st PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 11, 2023, the City Planning Commission of the City of Livonia held its 1,201st 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:	Wafa Dinaro	David Bongero	Sam Caramagno
	Glen Long	Peter Ventura	Ian Wilshaw

Members absent: None

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 2023-05-01-04 Colossal Development Group, LLC

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513, and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast ¼ of Section 1, from C-1 (Local Business) to N1 (Neighborhood).

Mr. Taormina: Thank you. This is a rezoning petition that involves three contiguous properties at the corner of Eight Mile and Angling Roads. The rezoning would be from C-1 (Local Business) to N1 (Neighborhood Residential). The addresses are 20511 Angling 20513 Angling and 20515 Angling. Combined, the site totals roughly two acres, with 280 feet of frontage on Angling Street by a depth of 315 feet. All three parcels are presently vacant. Rezoning would allow for the future division of the site into four new residential home sites. The N1 zoning requires a minimum lot area of 6,000 square feet and minimum lot dimensions of 50 feet by 120 feet. There are four parcels identified on the plan as Parcel A, Parcel B, Parcel C and Parcel D. Parcel A, which is the north lot, would measure 93 feet in width and total 32,000 square feet in area. Parcels B, C, and D would all be about 60 feet in width, and over 18,500 square feet. All of the proposed parcels would exceed the N1 zoning requirements. The rear of the site contains a regulated floodplain and wetlands. These features have been identified and mapped. The plans show that the building envelopes for each parcel would be large enough without disturbing these areas. Looking at the surrounding area across Eight Mile is the City of Farmington Hills. Fresenius Medical Care Center zoned C-4, is located to the west of the property. East across Angling is an auto parts store and self-storage facility. And lying to the south are residential homes that are zoned RUF (Rural Urban Farm). The Future Land Use Plan designates the property as Corridor Commercial. A little bit of history about the site. It was previously approved for medical office use, however, those developments never occurred. In 1993, the only house that's ever been recorded on this property was removed from 20515 Angling. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Taormina: Mr. Taormina: The first item is from the Engineering Division, dated May 22, 2023, 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 rezoning at this time. The subject parcels are assigned the addresses of #20511, #20513 and #20515 Angling Road. (not #20815). The existing parcels are currently serviced by public sanitary sewer, water main and storm sewer. No service connections or information are shown in the submittal so we are unable to determine the extents of any impacts to the existing systems, but we do not expect there to be any issues with the construction of four single family houses. The legal descriptions look correct (with the exception of a small typo on the west lot lines of the proposed lot descriptions) and should be used should the project move forward. The owner will need to*

UNAPPROVED MINUTES

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submit applications to the Assessor's office for the lot line adjustments/ lot split that will need to occur prior to any permitting. Also, we would ask that owner provide a formal dedication of the 33' wide right-of-way for Angling Road as shown in the proposed legal descriptions." The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Finance Department, dated June 26, 2023, 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 June 2, 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: All right. Is there any questions for our planning staff? I don't see any questions for our planning staff and the petitioner is here in our audience, please come forward. Good evening, sir.

Joe Eadeh. 32826 5 Mile Road, Suite 106, Livonia, MI.

Mr. Wilshaw: Thank you for being here. Mr. Eadeh. Is there anything that you'd like to add to what we've heard already?

Mr. Eadeh: No, I think Mark did a great job. He needs a raise.

Mr. Wilshaw: He usually does steal a lot of people's thunder. All right. Is there any questions for our petitioner then? Mr. Bongero.

Mr. Bongero: A couple of questions. I like it. I think it's a nice proposal. The grade is pretty drastic out there. So, are you guys going to try to shoot for like daylight basements?

Mr. Eadeh: Yes. Yeah. Walkout basements we would like to do.

Mr. Bongero: Okay, do you think you can get a walkout in there? Hopefully?

Mr. Eadeh: Hopefully. Yeah.

Mr. Bongero: Okay, looks like maybe as you go closer to Eight Mile, you might be able to. I was just saying it looks like the one lot going

UNAPPROVED MINUTES

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closer to Eight Mile might be able to, and then there's a significant grade difference from Eight Mile to the first lot on the corner of Eight Mile and Angling. What are you guys going to do? You going to do a retaining wall there? You're going to cut that down? There's a big steep increase.

Mr. Eadeh: Are you talking in the back going down?

Mr. Bongero: No. on the corner, no, on the corner of Angling and Eight Mile right there where the cursor is. The grade is...It's up significantly from the sidewalk. So it's grass now.

Mr. Eadeh: I couldn't tell you until we start, because we may have enough dirt to build a berm there. I don't want to commit to a retaining wall because they're so expensive, if bottom line, we have to do one, we would, but I don't want to commit to one.

Mr. Bongero: Okay. And then it looks like there's a block wall that looks like it's part of the neighbors on the south lot line and it encroaches into your property like eight feet?

Mr. Eadeh: Yes.

Mr. Bongero: Did you...are you taking that down? Did you talk to the neighbor?

Mr. Eadeh: We talked to them, you know, we want to be good neighbors. So, we're not going to put any hardship or any monetary burden on them. We'll help them out, but it will have to be removed. So that way we can get that lot line.

Mr. Bongero: Yeah, cuz it looks like their garage is like maybe a foot off your property line. So. Okay, so you are removing it with cooperation with the neighbor.

Mr. Eadeh: That's our plan.

Mr. Bongero: Okay. That answers my questions.

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

Mr. Wilshaw: Mr. Taormina, just refresh my memory because this is not...this is only for lots. If this zoning is approved, we're not going to see it come back for any additional processes at the Planning Commission. Is that correct?

UNAPPROVED MINUTES

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Mr. Taormina: Not likely. These could be subdivided through a lot split process provided by the City's Assessment Department. On the other hand, if they choose to develop it as a site condominium, it would have to come back. But I don't believe they intend to do that because it can be done through a simple lot split process with the parcels created via metes and bounds descriptions.

Mr. Wilshaw: Okay. I just wanted to refresh my memory on that, because normally, when we're dealing with zoning requests, we don't have a lot of discussion about how the property will actually be developed. We're more focused on the zoning, but in this case, questions regarding how the parcel will be developed, the type of homes, those types of things are certainly in order. Because this is the last time we'll see it. Are there any other questions from any of our commissioners, I just wanted to throw that out there. Mr. Caramagno.

Mr. Caramagno: Mark, maybe you can answer this the 33-foot right of way, is that not there now? It's got to have a dedicated easement.

Mr. Taormina: I'm not sure...the survey shows 66 feet. I think the survey is indicating the future right of way, but the legal description...I'm guessing that the Engineering Department has determined that the existing right of way has never been dedicated. That is something that would get sorted out during the lot split process.

Mr. Caramagno: Just a formality is what you're saying.

Mr. Taormina: It is.

Mr. Caramagno: Okay. Thank you.

Mr. Wilshaw: All right. Thank you. Mr. Carmagno. Any other questions? Mr. Ventura.

Mr. Ventura: Mr. Eadeh, Is the site plan and the elevation that has been provided to us in our package, representative of what you plan to do there?

Mr. Eadeh: Yes.

Mr. Ventura: I think it's great. When do you think you'd be in the ground?

Mr. Eadeh: I don't know when we get to Council, but we would love to get something in the ground before the cold, before the frost.

- Mr. Ventura: I hope you do. Thank you. Thank you, Mr. Chairman.
- Mr. Wilshaw: Thank you, Mr. Ventura. Any other questions for our petitioner? There's a diagram on the screen for folks in our audience. It's a conceptual rendering, I believe of what one of your homes may look like. Is that true, Mr. Eadeh?
- Mr. Eadeh: Yes. That's one of the ones. Right now, they're about those small most popular...the Colonials around the 2,000 square foot mark. They very affordable.
- Mr. Wilshaw: What is the price point are you looking at?
- Mr. Eadeh: Just probably around \$429,000.
- Mr. Wilshaw: Okay.
- Mr. Eadeh: Hopefully, you know, I just got to put a call in to the Federal Reserve to lower the interest rates.
- Mr. Wilshaw: Good luck with that. If you can do that, you are very influential person.
- Mr. Eadeh: They would hang up on me.
- Mr. Wilshaw: All right. Any other questions from any of our commissioners for our petitioner? If not, I'll look to the audience. Is there anyone in the audience wishing to speak for or against this item? You're welcome to come forward. I don't see anybody coming forward that wants to speak on this. Mr. Eadeh, anything else that you wanted to say before we make a decision?
- Mr. Eadeh: No, thank you. I'm good.
- Mr. Wilshaw: All right, then I will close the public hearing and a motion will be in order.
- Mr. Wilshaw: Is there any comments or discussion on the motion? If there is none, and our secretary is ready, please call the roll.

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

#07-42-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as

amended, requesting to rezone the properties at 20511, 20513, and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast ¼ of Section 1, from C-1 (Local Business) to N1 (Neighborhood), be approved for the following reasons:

1. The proposed zoning change is compatible with and in harmony with the area's surrounding land uses and zoning districts.
2. The proposed zoning change would allow the site to be developed into four (4) new lots, fully compliant with the N1 District regulations.
3. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.
4. The proposed zoning change would provide for developing the subject property consistent with its size and location.

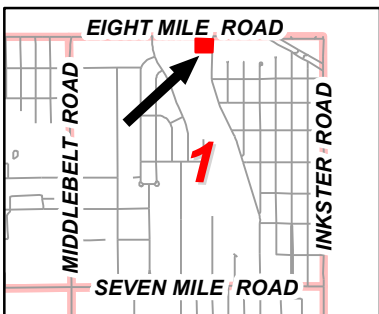
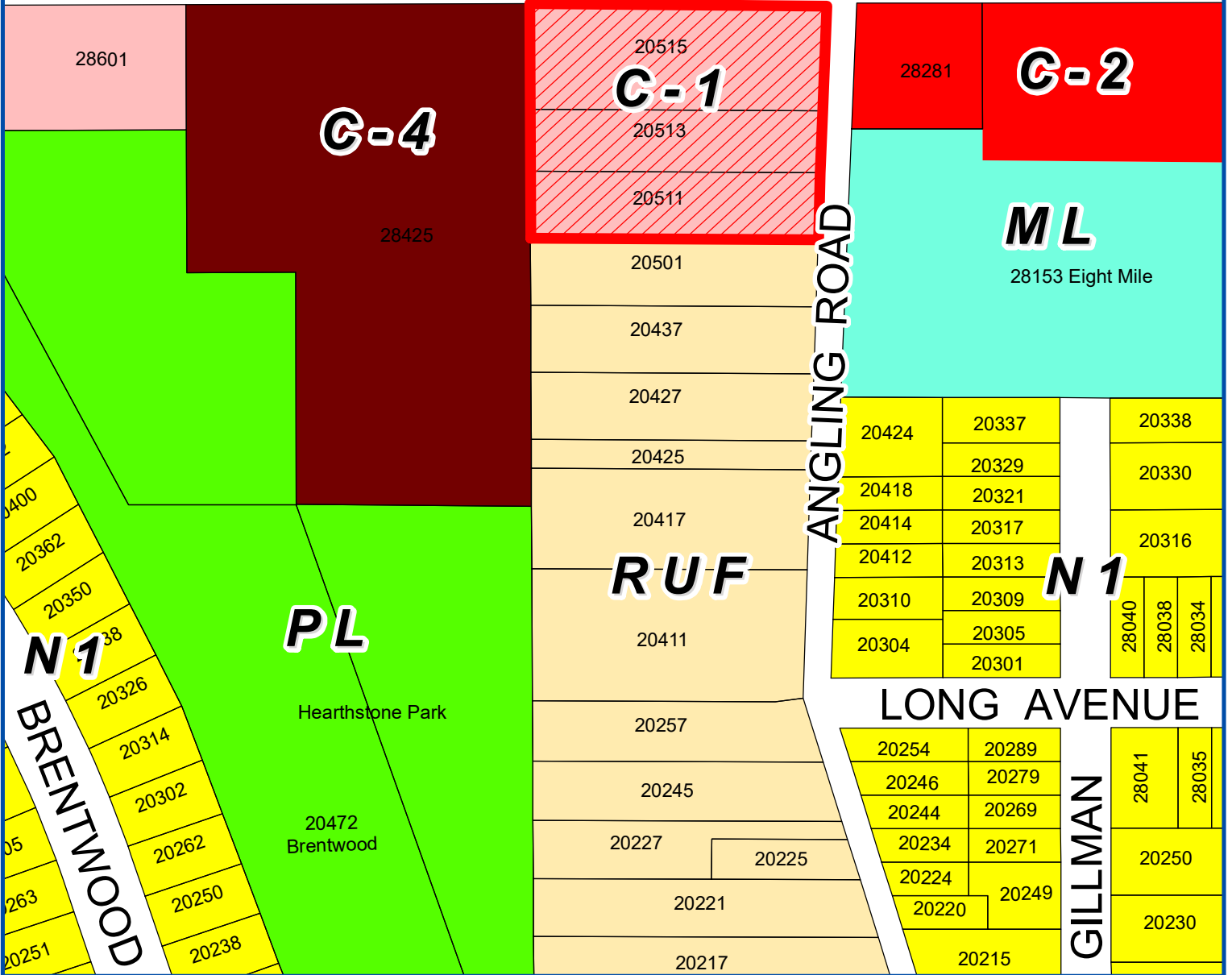
FURTHER RESOLVED, That notice of the above hearing was given in accordance with the provisions of Section 13.13 and 13.15 of Livonia Zoning Ordinance, as amended.

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.

Farmington Hills

EIGHT MILE ROAD



Address & Zoning Map

Petition 2023-05-01-04
Colossal Development Group
20511, 20513 and 20515 Angling Road
C-1 to N1

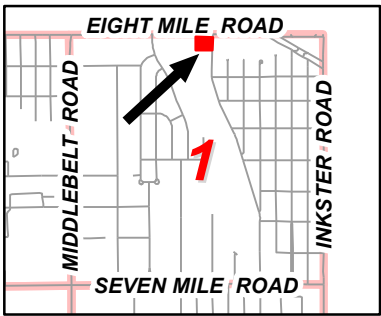


Not to Scale

Farmington Hills

EIGHT MILE ROAD

ANGLING ROAD



Aerial Map

Petition 2023-05-01-04
Colossal Development Group
20511, 20513 and 20515 Angling Road
C-1 to N1



Not to Scale



City of Livonia
Planning Department

Farmington Hills

EIGHT MILE ROAD

Corridor Commercial

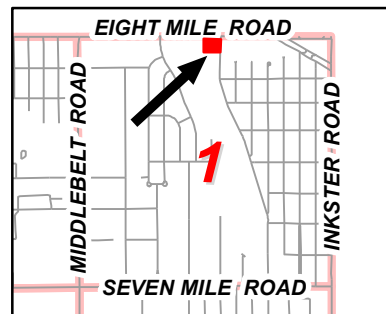
Parks & Community

Low Density Residential

ANGLING ROAD

LONG AVENUE

GILLMAN



Future Land Use Map

Petition 2023-05-01-04
Colossal Development Group
20511, 20513 and 20515 Angling Road
C-1 to N1



Not to Scale

City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2023-05-01-04 submitted by Colossal Development Group L.L.C. under Sections 13.13 and 13.15 of the Livonia Zoning Ordinance, as amended, requesting to rezone the properties at 20511, 20513, and 20515 Angling Road, located on the southwest corner of Angling and Eight Mile Roads in the Northeast $\frac{1}{4}$ of Section 1, from C-1 (Local Business) to N1 (Neighborhood).

June 27, 2023: Study Meeting:

This petition seeks to rezone three (3) contiguous parcels located at the southwest corner of Eight Mile and Angling Roads from C-1 (Local Business) to N1 (Neighborhood). The northern parcel, 20515 Angling Road, measures 126.00 feet in width with an average depth of 318.42 feet. The middle parcel, 20513 Angling Road, measures 74.00 feet in width with an average depth of 314.71 feet. And the southern parcel, 20511 Angling Road, measures 79.26 feet in width with an average depth of 311.88 feet. The three (3) lots combined measure 279.26 feet in frontage along Angling Road by a depth of 315.58 feet, for a total area of 88,129 square feet or 2.02 acres. All three (3) parcels are vacant. The rezoning would allow the future division of the site into four (4) new parcels for the construction of single-family homes.

N1 zoning requires a minimum lot area of 6,000 square feet and minimum lot dimensions of fifty feet (50') in width by 120 feet in depth. The submitted plan shows that the subject site would be divided into four (4) parcels. Proposed Parcel "A," the northern lot, would measure 93.31 feet by 322.41 feet for a total area of 32,130 square feet. Adjacent to that is Parcel "B," which would measure 60.00 feet by 315.96 feet for a total size of 18,958 square feet. Parcel "C" measures 60.00 feet by 313.74 feet for a total area of 18,824 square feet. And the southernmost parcel, Parcel "D," measures 60.00 feet by 311.55 feet, for a total area of 18,691 square feet. All proposed parcels would exceed the N1 lot size requirements.

The land contains a regulated floodplain and wetlands. These features have been identified and mapped, and the Petitioner intends not to disturb these areas.

To the north, across Eight Mile Road, is the city of Farmington Hills. Fresenius Medical Care facility zoned C-4 (High Rise Commercial), abuts to the west. To the east, across Angling Road, is an auto parts store (C-2, General Business) and a self-storage facility (ML, Manufacturing Limited). And south of the site is residential zoning, RUF (Rural Urban Farm).

The Livonia Vision 21 Future Land Use Map designates the subject property as *Corridor Commercial*. Appropriate land uses of this designation include office, general retail commercial, food service, townhomes, apartments, and attached and upper-story residential uses. Automotive-oriented uses such as gas stations, auto repair, or drive-thru facilities may also be appropriate.

The following briefly describes the history of the properties over the past 40 years.

- Prior to 1981, the properties were zoned for residential use.

PUBLIC HEARING

ITEM 1 Petition 2023-05-01-04 – 20511, 20513 and 20815 Angling Road Page 2

- In 1981, the zoning was changed from RUF, Rural Urban Farm, to PS, Professional Services.
- A waiver was granted in 1987 to convert an existing residence at 20515 Angling into an office building.
- One year later, in 1988, the Planning Commission approved plans for a new medical office building.
- Then, in 1989, the subject properties appeared again before the Planning Commission when site plan approval was granted for a one-story medical building.
- Building Department records show that the house on 20515 Angling was demolished in 1993.
- The P.S. zoning classification was renamed to OS, Office Services.
- With the adoption of the Livonia Vision Zoning Ordinance in 2021, the OS district was eliminated and replaced with the C-1 district.

July 11, 2023: Public Hearing:

Approving Resolution: The request to rezone the properties at 20511, 20513, and 20815 Angling Road from C-1, Local Business, to N1, Neighborhood, is hereby approved, subject to City Council approval, for the following reasons:

1. The proposed zoning change is compatible with and in harmony with the area's surrounding land uses and zoning districts.
2. The proposed zoning change would allow the site to be developed into four (4) new lots, fully compliant with the N1 District regulations.
3. The proposed zoning change represents a reasonable and logical plan for the subject property that adheres to sound land use planning principles.
4. The proposed zoning change would provide for developing the subject property consistent with its size and location.

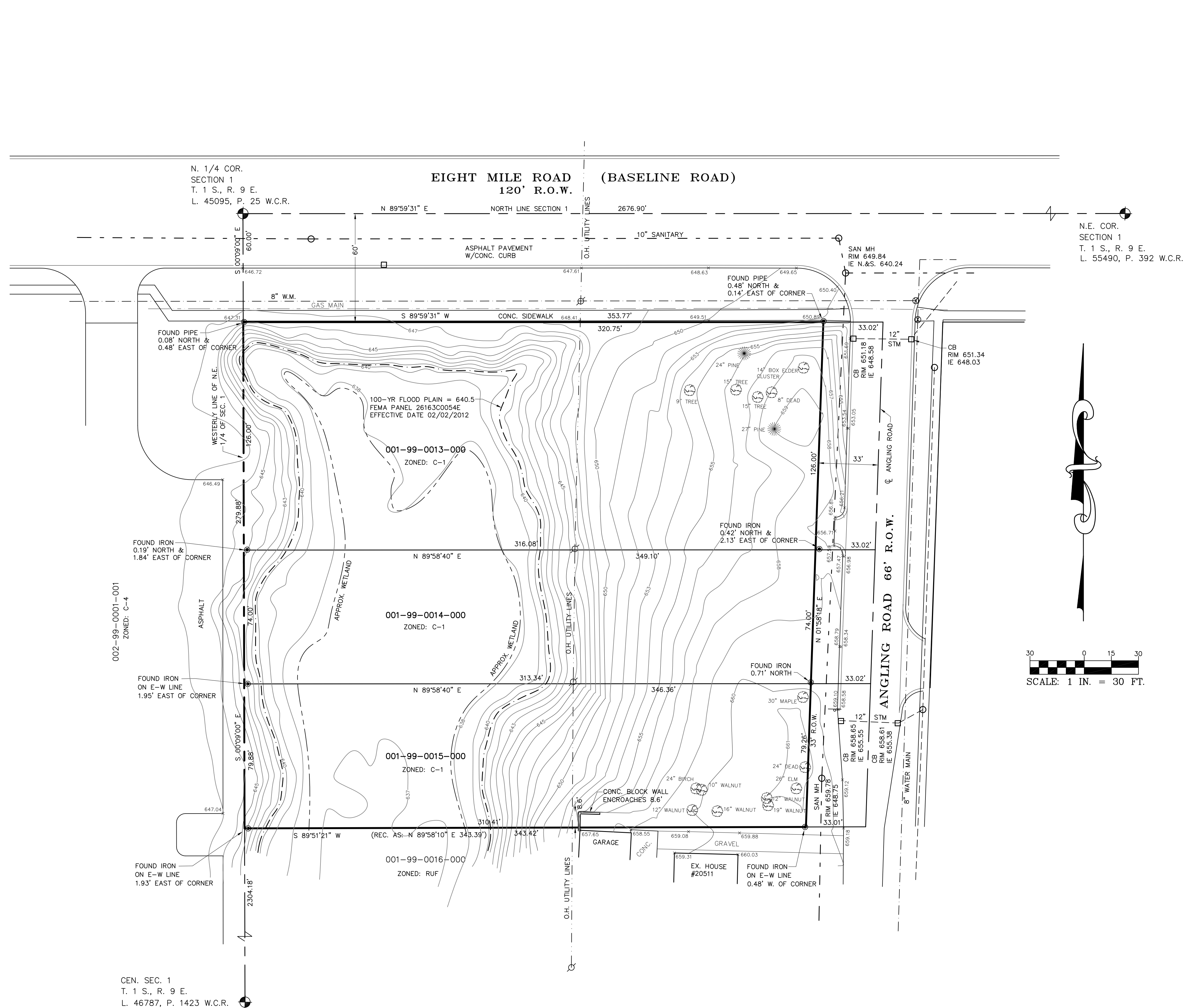
Denying Reasons: The request to rezone the properties at 20511, 20513, and 20815 Angling Road from C-1 to N1 is hereby denied for the following reasons:

1. The petitioner has failed to affirmatively show that the proposed zoning change would be compatible with and in harmony with the surrounding neighborhood.
2. The proposed zoning change is inconsistent with the established pattern of the surrounding development and would adversely alter the area's character.
3. The proposed zoning change is not needed to develop the property.
4. The proposed zoning change would allow lots that are narrower than what exists throughout the surrounding area, and

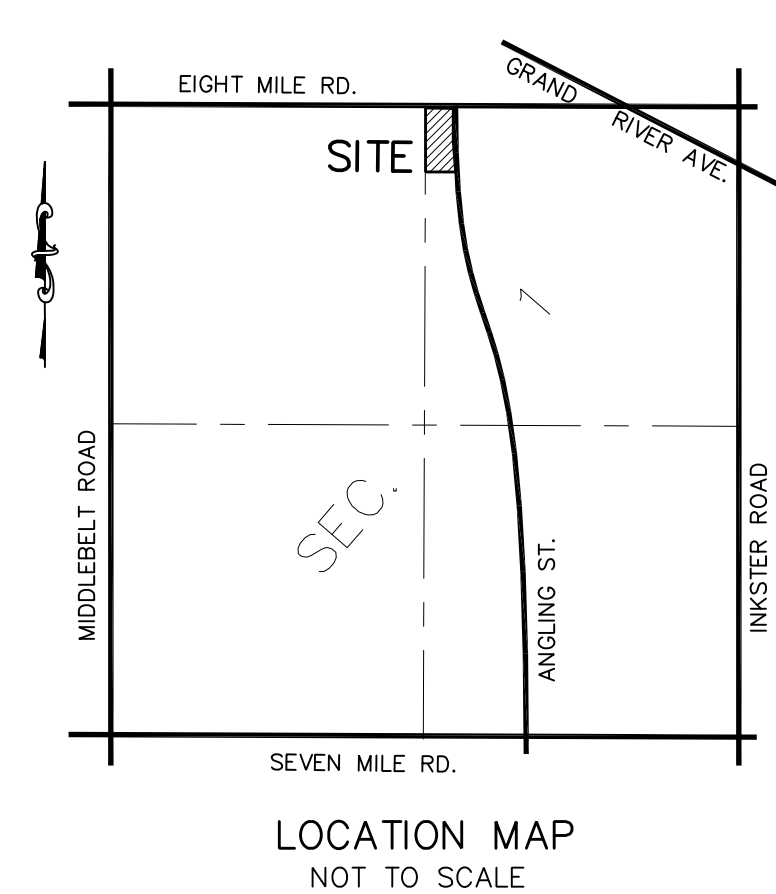
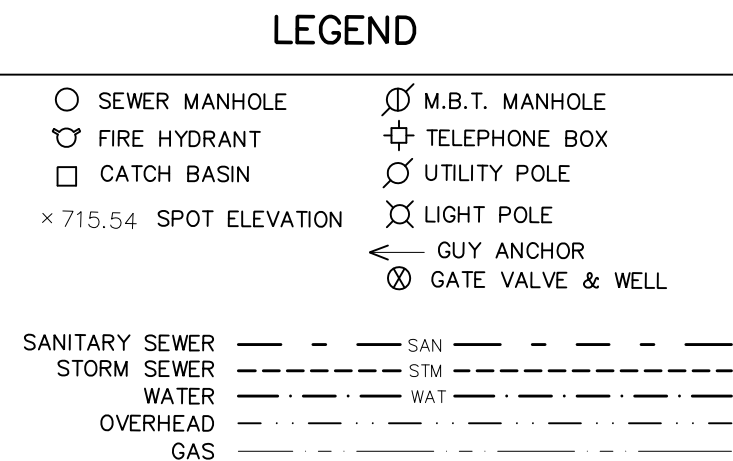
PUBLIC HEARING

ITEM 1 Petition 2023-05-01-04 – 20511, 20513 and 20815 Angling Road Page 3

5. The Livonia Vision 21 Future Land Use Map does not support the proposed zoning change, which shows this site as *Corridor Commercial*.



NOTE:
TITLE WORK WAS NOT PROVIDED, THEREFORE
THERE MAY BE EASEMENTS AND/OR
ENCUMBRANCES UPON THE PROPERTY WHICH
ARE NOT SHOWN ON THIS SURVEY.



ORIGINAL DESCRIPTIONS

PARCEL: 001-99-0013-000
THAT PART OF THE NEASTWEST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, DESCRIBED AS:
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1, RUNNING THENCE SOUTH 0 DEGREES 09
MINUTES EAST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 60 FEET FOR A POINT OF
BEGINNING; THENCE SOUTH 0 DEGREES 09 MINUTES EAST ALONG SAID 1/4 SECTION LINE 126 FEET;
THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST 349.10 FEET TO THE CENTER LINE
OF ANGLING ROAD; THENCE NORTH 01 DEGREE 58 MINUTES 20 SECONDS EAST ALONG THE CENTER LINE
OF ANGLING ROAD 125.99 FEET TO A POINT IN THE SOUTH LINE OF BASE LINE ROAD; THENCE WEST
ALONG SAID SOUTH LINE OF BASE LINE ROAD 353.77 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.02 ACRES

PARCEL: 001-99-0014-000

THAT PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, DESCRIBED AS:
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1, RUNNING THENCE SOUTH 0 DEGREES 09
MINUTES EAST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 186 FEET FOR A POINT OF
BEGINNING; THENCE SOUTH 0 DEGREES 09 MINUTES EAST ALONG SAID 1/4 SECTION LINE 74 FEET;
THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST 346.36 FEET TO THE CENTER LINE
OF ANGLING ROAD; THENCE NORTH 01 DEGREE 58 MINUTES 20 SECONDS EAST ALONG THE CENTER LINE
OF ANGLING ROAD 74 FEET ALONG CENTER LINE OF ANGLING ROAD; THENCE WEST ALONG SAID SOUTH
LINE OF BASE LINE ROAD 349.1 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.59 ACRES

PARCEL: 001-99-0015-000
A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, SAID POINT BEING SOUTH 89 DEGREES 09 MINUTES 00 SECONDS EAST 260.00 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 1, RUNNING THENCE ALONG SAID E80.00 FEET LINE OF SAID NORTHEAST 1/4 OF SECTION 1, SOUTH 0 DEGREES 09 MINUTES EAST 80.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS EAST 343.39 FEET TO A POINT IN THE CENTER LINE OF ANGLING ROAD; THENCE ALONG SAID CENTER LINE OF ANGLING ROAD NORTH 01 DEGREES 58 MINUTES 20 SECONDS EAST 80 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST 346.36 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.63 ACRES

Key Points
Northern Hills of Livonia
8 Mile & Angling, between Middlebelt & Inkster Rd

Joseph Eadeh, on behalf of *Colossal Development Group*, 32826 Five Mile rd, suite 106, Livonia, MI 48154

Requesting to rezone these three commercial parcels to four residential parcels to build roughly 1,800sqft homes.

These parcels are on Angling st with the driveways along Angling. Three lots will be 60ft wide, the fourth corner lot roughly 99ft wide.

Many nearby homes on Angling and surrounding streets have 60ft or similar size lots, so we will be consistent with the surrounding area.

We believe rezoning these commercial lots to residential is more conducive to the neighborhood and building homes is better than a retail center, storage company, or another commercial development that has more traffic/ people coming and going throughout the day and night, as opposed to a residential family who lives here.

Residential will be less of an impact compared to commercial. Commercial has large pavement parking lots, more impervious surfaces, and less grass.

Each lot is roughly 300ft deep, primarily wooded, all walkout style lots.

The wooded area primarily consists of a floodplain zone, we will not touch any of it. The wetlands are completely inside of the floodplain as well, per the submitted survey.

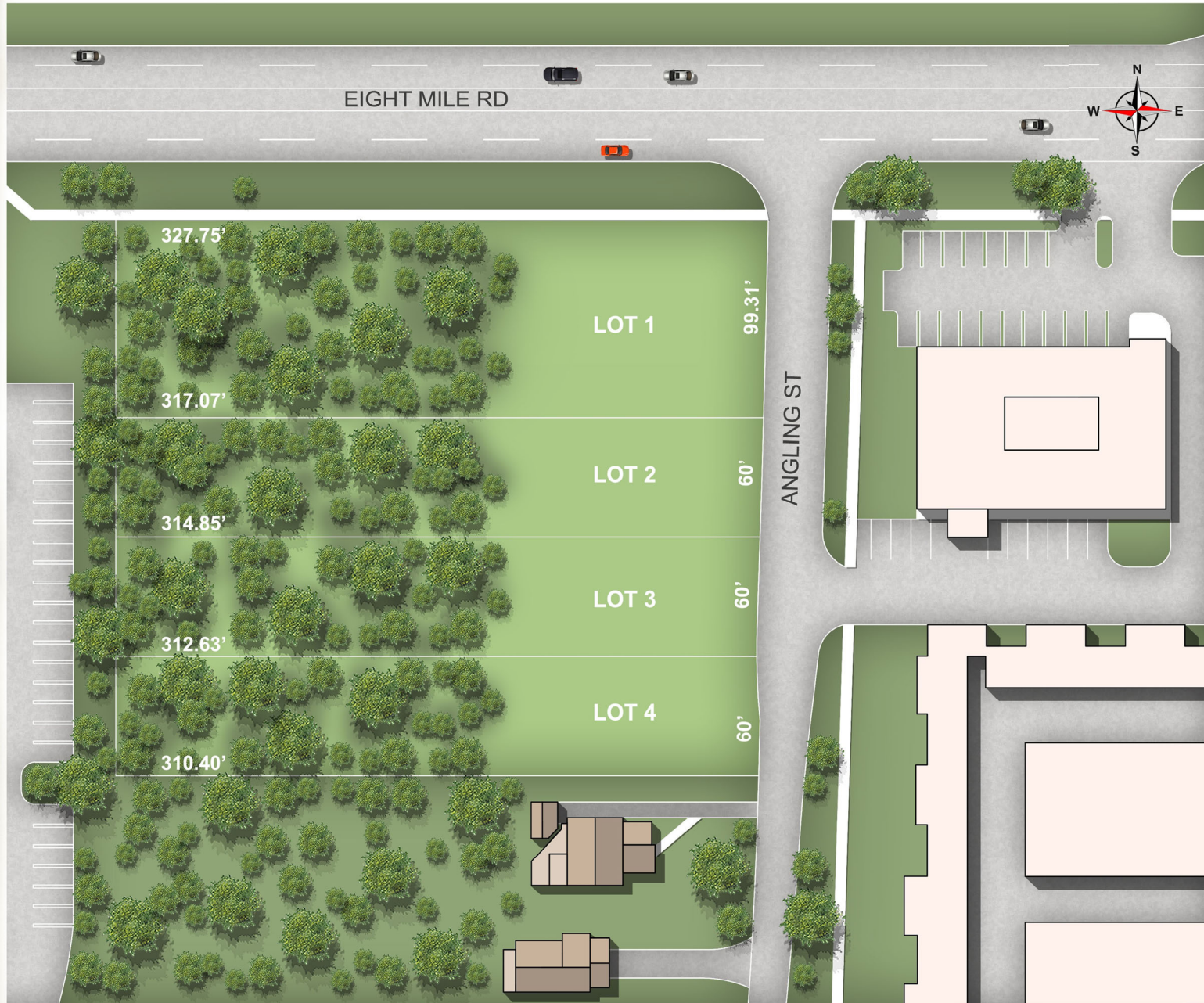
The floodplain information is from the surveyor. To add good measure, we've hired Brooks Williamson & Associates to conduct a Wetland Delineation Plan for a full wetland report. But again, ***we will not and cannot*** touch any of the floodplain/ wetland. We will have the completed report before the next meeting. We already know where the wetlands are but wanted an official report on file.

We will not remove any of the trees west of the DTE powerlines that run north & south through the property, about 150ft west of Angling st.

We will only remove the trees up to the DTE powerlines, so there is sufficient space for a home and backyard, this will also allow for greater access to the DTE powerlines. There is a 30ft easement around the powerlines, so nothing can be built near them.

We will use the city sanitary for sanitary sewer to the Engineering Departments specifications.

These homes will be traditional style colonial homes you see throughout Livonia. These will be beautiful walkout basement homes surrounded by trees and be a nice addition to the community.



All lot dimensions and features are subject to change per final site plan and approvals.



2023-05-01-04

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

May 22, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-05-01-04 – #20511, #20513 and #20815 Angling 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 rezoning at this time. The subject parcels are assigned the addresses of **#20511, #20513 and #20515 Angling Road**. (not #20815)

The existing parcels are currently serviced by public sanitary sewer, water main and storm sewer. No service connections or information are shown in the submittal so we are unable to determine the extents of any impacts to the existing systems, but we do not expect there to be any issues with the construction of four single family houses.

The legal descriptions look correct (with the exception of a small typo on the west lot lines of the proposed lot descriptions) and should be used should the project move forward. The owner will need to submit applications to the Assessor's office for the lot line adjustments/ lot split that will need to occur prior to any permitting. Also, we would ask that owner provide a formal dedication of the 33' wide right-of-way for Angling Road as shown in the proposed legal descriptions.

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: 2023 Petition File

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

June 26, 2023

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

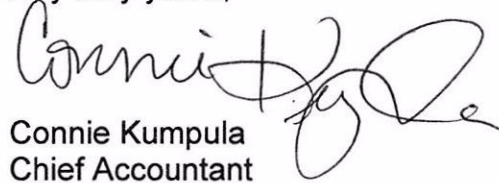
Petition 2023-05-01-04 - 20511, 20513 and 20515 Angling Road

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.

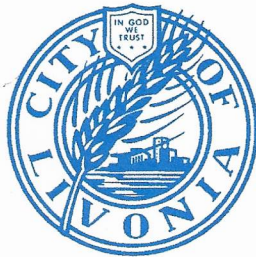
Very truly yours,


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

June 2, 2023

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

Re: Petition 2023-05-01-04

20511, 20513, 20515 Angling Road
Colossal Development

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,

A handwritten signature in blue ink, reading "Lynda L. Scheel", is written over a horizontal line.

Lynda L. Scheel
Treasurer, City of Livonia

AN ORDINANCE AMENDING SECTION 1 OF THE ZONING MAP OF THE CITY OF LIVONIA AND AMENDING ARTICLE III OF LIVONIA ZONING ORDINANCE, AS AMENDED, KNOWN AND CITED AS “THE CITY OF LIVONIA ZONING ORDINANCE” BY ADDING SECTION 3.____ THERETO.

THE CITY OF LIVONIA ORDAINS:

Section 1. Pursuant to the report of the City Planning Commission, dated July 12, 2023, setting forth its resolution 07-42-2023 recommending approval of Petition 2023-05-01-04, having been considered by the Council, and the Council having conducted a public hearing on July 11, 2023, on said petition, and having concurred in the recommendation of the City Planning Commission, the Council hereby adopts said Petition 2023-05-01-04 to amend the Zoning Ordinance and Zoning Map of the City of Livonia and all proceedings heretofore conducted on said petition are hereby approved.

Section 2. Article III of the City of Livonia Zoning Ordinance, as amended, is hereby amended by adding thereto the following section:

Section 3. Petition 2023-05-01-04 submitted by Colossal Development Group, LLC is hereby approved, and the zoning classification of the premises hereinafter described is hereby changed from C-1 (Local Business) to N1 (Neighborhood):

Land situated in the City of Livonia, County of Wayne, State of Michigan, described as follows:

PARCEL: 001-99-0013-000

THAT PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1, RUNNING THENCE SOUTH 0 DEGREES 09 MINUTES EAST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 60 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 09 MINUTES EAST ALONG SAID 1/4 SECTION LINE 126 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST 349.10 FEET TO THE CENTER LINE OF ANGLING ROAD; THENCE NORTH 01 DEGREE 58 MINUTES 20 SECONDS EAST ALONG THE CENTER LINE OF ANGLING ROAD 125.99 FEET TO A POINT IN THE SOUTH LINE OF BASE LINE ROAD; THENCE WEST ALONG SAID SOUTH LINE OF BASE LINE ROAD 353.77 FEET TO THE POINT OF BEGINNING. CONTAINING 1.02 ACRES.

PARCEL: 001-99-0014-000

THAT PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 1, RUNNING THENCE SOUTH 0 DEGREES 09 MINUTES EAST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 186 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 09 MINUTES EAST ALONG SAID 1/4 SECTION LINE 74 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS EAST 346.36 FEET TO THE CENTER LINE OF ANGLING ROAD; THENCE NORTH 01 DEGREE 58 MINUTES 20 SECONDS EAST ALONG THE CENTER LINE OF ANGLING ROAD 74 FEET ALONG CENTER LINE OF ANGLING ROAD; THENCE WEST ALONG SAID SOUTH LINE OF BASE LINE ROAD 349.1 FEET TO THE POINT OF BEGINNING. CONTAINING 0.59 ACRES.

PARCEL: 001-99-0015-000

THAT PART OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID NORTHEAST 1/4 OF SECTION 1, TOWN 1 SOUTH, RANGE 9 EAST, SAID POINT BEING SOUTH 0 DEGREES 09 MINUTES 00 SECONDS, EAST 260.00 FEET FROM THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION 1 AND RUNNING THENCE ALONG SAID WESTERLY LINE OF SAID NORTHEAST 1/4 OF SAID SECTION, SOUTH 0 DEGREES 09 MINUTES EAST 80.00 FEET TO A POINT THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS EAST 343.39 FEET TO A POINT IN THE CENTER LINE OF ANGLING ROAD; THENCE ALONG SAID CENTER LINE OF ANGLING ROAD NORTH 01 DEGREES 58 MINUTES 20 SECONDS EAST 80 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST 346.36 FEET TO THE POINT OF BEGINNING.

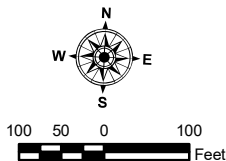
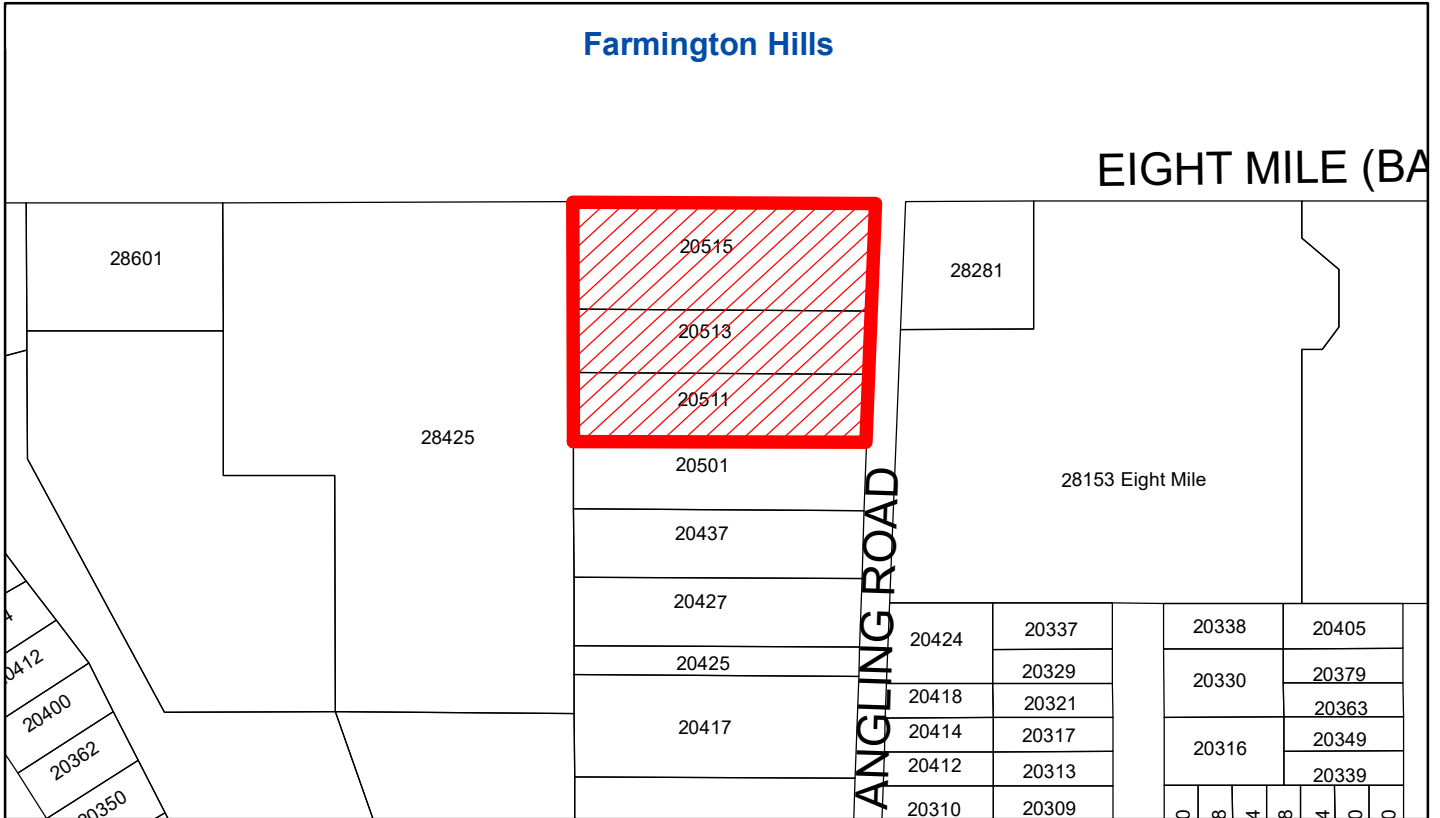
and the Northeast 1/4 of Section 1 of the Zoning Map is hereby amended to conform to the changes made in this section.

Section 4. The attached map designated "Amendment No. ____ to the Zoning Map of the City of Livonia" showing all of the amendments and changes made in the foregoing Section 2 of this ordinance is hereby approved, established and made a part hereof.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 6. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

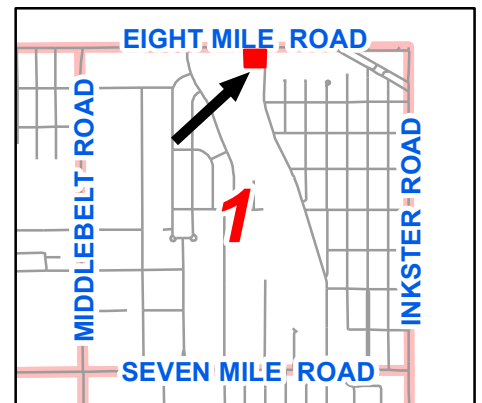
BOUNDARY OF DISTRICT AS AMENDED FROM C-1, LOCAL BUSINESS TO N1, NEIGHBORHOOD



PETITION NO. 2023-05-01-04
A PART OF THE N.E. 1/4 OF SECTION 1

AMENDMENT NO. TO
THE LIVONIA ZONING MAP
CITY OF LIVONIA, MICHIGAN
ORDINANCE NO.

Adopted by the City Council on



MAYOR
CLERK



LETTER TO THE LIVONIA CITY COUNCIL

10.

Council Office
July 19, 2023

MEETING DATE

S080923/R082123/R090623

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

PROPOSED AMENDMENT TO LIVONIA CODE OF ORDINANCES, AS AMENDED AND REQUEST TO REMOVE CR 283-21 FROM COMMITTEE OF THE WHOLE: Councilmember Brandon McCullough, Tree Committee, re: to add Sections 015, 045 and 055 and amend Sections 020, 040 AND 050 TO Title 12, Chapter 24 (Trees and shrubs), therefore, resolving the subject matter item in committee.

BACKGROUND DETAILS

A proposed amendment to the Livonia Code of Ordinances was written by the Law Department and is now presented by Councilmember Brandon McCullough as the representative of the Tree Committee. This language has been included as an attachment.

Approving this ordinance will then remove CR 283-21 from the Committee of the Whole.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

This ordinance as prepared by the Law Department is ready for a First Reading as submitted.

ATTACHMENTS

1. S080923 Prop Amend 12.24 Trees
2. R092021 Subject matter of tree ordinance CR 283-21

APPROVED BY

A handwritten signature in blue ink, appearing to read "Paul Bernier".

Date: July 25, 2023

Paul Bernier, City Attorney

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan".

Date: July 28, 2023

Maureen Miller Brosnan, Mayor

**AN ORDINANCE ADDING SECTIONS 015, 045 AND
055, AND AMENDING SECTIONS 020, 040 AND 050
TO TITLE 12, CHAPTER 24 (TREES AND SHRUBS) OF
THE LIVONIA CODE OF ORDINANCES, AS
AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 015 is hereby added to Title 12, Chapter 24 of the Livonia Code of Ordinances, as amended, which Section shall read as follows:

- A. Establish policies, regulations and standards of maintenance in order to ensure that the City of Livonia continues to realize the benefits of the urban forest,
- B. Establish and maintain sustainable tree coverage on public land to increase the urban forest,
- C. Maintain trees in healthy and nonhazardous conditions using professional arboricultural practices,
- D. Establish and maintain appropriate diversity in tree species and age, and
- E. Encourage residents to plant and maintain trees on private property consistent with these goals.

Section 2. Section 020 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.24.020 Definitions.

The following words and phrases, when used in this chapter, for the purpose of this chapter, shall have the meanings respectively ascribed to them in this section:

- A. "Department" means the department of public works.
- B. "Operations" means any and all planting, growing, maintenance, care, removal and destruction of trees, shrubs and plants in or on any public place or public building, including a public place or public building used or reserved for park, playground or recreational purposes.

- C. "Public land" means any public street, public highway, public park, or any other property owned or held by the City of Livonia
- D.. "Regulations" means such rules and regulations as may be adopted by the department pursuant to the provisions of this chapter.

12.24.030 Enabling authority.

This chapter is adopted pursuant to Section 1 of Chapter II, Sections 11, 12 and 14 of Chapter IV, and Section 15 of Chapter V of the City Charter.

Section 3. Section 040 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.24.040 Management and control—Department authority.

Subject to the provisions of the Charter and the powers of the council, the director of the department of public works, or their designee, shall have general management and control over all operations in or on public places and public buildings together with the management and control of all operations relating to the planting, removal, care and maintenance of trees, shrubs and plants in or on public places, including all public places and public buildings used or reserved for park, playground or recreational purposes, consistent with the purpose and goals of this Chapter.

Section 4. Section 045 is hereby added to Title 12, Chapter 24 of the Livonia Code of Ordinances, as amended, which Section shall read as follows:

12.24.045 Criteria to be considered for tree removal, planting and maintenance.

The following factors are to be considered by the department prior removing a tree or granting a permit for tree or shrub removal on public lands:

- A. Whether the tree has been deemed a risk to the health, safety, or welfare of the travelling public,
- B. Whether the tree is diseased, dying, or dead,
- C. Whether the tree was damaged beyond repair by a storm,
- D. Whether it is a prohibited or problem species for the location, maintenance make it necessary to remove trees or shrubs. The department shall assess if there are viable street repair options that could be utilized in order to minimize damaging or removing trees,

Section 5. Section 050 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.24.050 Operations in public places—Permit required.

No person shall perform, effect or make, or cause or bring about the performance or making of any operations in or on any public places without first having obtained a permit therefor as hereinafter provided in this chapter. Permits shall be issued by the department on full compliance with this chapter and the regulations, purpose and goals adopted pursuant thereto. No permit shall issue by the department until all required conditions of this Chapter are fully complied. Failure to obtain a permit shall constitute a misdemeanor.

Section 6. Section 055 is hereby added to Title 12, Chapter 24 of the Livonia Code of Ordinances, as amended, which Section shall read as follows:

12.24.055 Planting, removing, pruning or injuring trees and shrubs on public land -permit required.

- A. No person shall plant, remove, prune, injure, or otherwise affect any tree or shrub in or on any public place without first having obtained a permit therefor as hereinafter provided in this chapter. No Permits shall be issued by the department without compliance with this chapter and the regulations, purpose and goals adopted pursuant thereto. In determining whether a permit should issue the department shall consider the factors contained in Section 12.24.45. Failure to obtain a permit shall constitute a misdemeanor.
- B. Prior to planting, removing, pruning, injuring, or otherwise affecting any tree or shrub in or on a public place, the permit holder shall review and comply with the recommendations of the United States Department of Agriculture Tree Owner's Manual which can be viewed at the Office of the City Clerk, the Department of Public Works-Forestry web page, or at www.treeownersmanual.info.
- C. Any tree that is planted in or on a public place must be on the approved tree species list which is available at the Office of the City Clerk or on the Department of Public Works-Forestry web page.

Section 7. Section 060 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:12.24.060 Permit—Application and issuance conditions.

No permit shall be issued until the applicant shall have paid the fee, furnished appropriate insurance, and made the deposit hereinafter provided, and until a written application for such permit shall have been filed with the department and duly approved as hereinafter provided. Every application shall be signed by the applicant and shall include:

- A. The full name, description, residence and place of business of the person applying for the permit;
- B. The name and location of the public place in or on which the proposed operation is to be performed or made, and a description of the area to be affected;
- C. The nature and extent of the proposed operation; and
- D. Such other information as may be required by the regulations.

12.24.070 Permit—Fees and deposits.

- A. Every application shall be accompanied by a fee of thirty dollars (\$30.00) and such cash deposit as may be required by the department under this chapter. The department is authorized to determine the amount of such cash deposit, which amount shall include:
 - 1. The value of all trees, shrubbery and plants sought to be removed or destroyed under such application; and
 - 2. The cost of repairing all damage caused by the operation for which a permit is sought and in restoring the particular public place involved to the same condition as existed immediately prior to the performance of such operation.
- B. Notwithstanding the above, no fee, cash deposit or insurance shall be required in those cases where a resident of the city applies for a permit to plant a tree or remove a tree (six (6) inches or less in diameter) at his or her own expense in the public right-of-way between the sidewalk and curb in front of such existing residence. However, in the latter cases a permit shall be obtained, the regulations of the department shall be complied with and the type of tree to be planted shall be approved by the department.
- C. All fees and deposits shall be paid to the city treasurer and, except as to such refunds as may be made pursuant to this chapter, shall be paid into the general fund of the city. All deposits shall be held by the city treasurer subject to the provisions of this chapter and said regulations. On receipt of a written certification from the department that there has been a full compliance with the provisions of this chapter and said regulations, the

city treasurer shall refund to the applicant such portion of the deposit as does not represent the value of any trees, shrubbery or plants removed or destroyed. In the event of failure or refusal of any applicant to fully comply with the regulations and this chapter, the department shall have the right to cause the particular operations involved to be fully completed and the particular public place or places involved to be fully restored to proper condition, and is hereby authorized as may be required for such purpose.

12.24.080 Permit—Insurance required—Liability for accidents or damage.

Any person to whom a permit or license is issued shall be liable for all damage both to property and to persons resulting from accidents which may occur as a result of the operation for which the permit was issued; and such person shall be further liable to the city for any and every loss and damage which the city may sustain and for all sums it may have to pay to any person as a result of such accident. Nevertheless, without admitting or imposing any liability or responsibility of any kind on the city or the department, no permit shall be issued until the applicant has furnished such insurance as may be required under the regulations of the department and in such form as may be approved by the city attorney. Nothing herein contained shall prevent the council, city or the department from requiring any additional bonds, deposits or insurance as a prerequisite to the acceptance by the city of any bid, offer or contract; and in such cases the council shall require such deposits, bonds and insurance as it may determine necessary to fully protect the city and the department.

12.24.090 Landscaping business—License and cash bond requirements.

No person shall engage in the business of landscape gardening, planting, trimming, repairing, removing, maintaining, selling or transporting trees, shrubs, lawns or other plants within the city without first obtaining from the department a license for each year authorizing such person to engage in such business. No such license shall be issued until written application therefor has been filed with the city clerk in such form as may be required by said regulations. Such business shall be subject to inspection by the department at all times and in such manner as may be provided in the regulations. The application shall be accompanied by a fee in the sum prescribed by section 5.03.170 of this Code. No permit shall be issued under this section until there has been a full compliance with this chapter and the regulations.

12.24.100 Refusal or revocation of permit or license—Conditions—Hearing by council.

Permits or licenses requested under this chapter may be refused by the department and permits or licenses issued under the provisions of this chapter may be revoked by the department at any time, where fraud or misrepresentation exists, either in the application or the use of a permit or license, or in case of any violation of this chapter or

of said regulations, or in case of a breach of peace or menace to the health, morals, welfare and safety of the public. Any person whose permit or license is revoked or whose application for a permit or license is refused shall have a right to a hearing before the council, and the council may affirm or sustain any such refusal or revocation, and may grant or reinstate any permit or license.

12.24.110 Trees and shrubs—Growing, selling, planting and maintenance by department.

The department is authorized to grow, plant, distribute and sell trees and shrubs to be planted in public places. The department is further authorized to maintain, repair, trim, spray and care for all trees and shrubs in or on public places. The regulations shall include prices to be charged by the department for trees and shrubs and the planting thereof.

12.24.120 Operations in public places—Department authority.

Nothing contained in this chapter shall in any way prevent the department, either directly or through any other department or agency, from performing any operations in or on any of the public places of the city.

12.24.130 Trees and shrubs—Control on private property authorized when.

No person shall, within the city, maintain on his or her property any tree or shrub which may cause a traffic hazard or obstruction or in any way constitute a menace to the health, safety, and welfare of the public. The regulations of the department shall include provisions for the control of such trees and shrubbery on private property as may cause obstruction to vehicular traffic and cause traffic hazards, or which may be a menace to the health, safety and welfare of the public. On certification by the police department and the department of public works that any trees or shrubbery on private property do constitute a traffic hazard or on certification by the department of public works and the inspection department that trees or shrubbery on private property constitute a menace to the public health, safety and welfare, the owner or owners of such trees or shrubbery shall be given a written request by the inspection department to remove the same within ten (10) days from the date of such request; and, in the event of failure to comply with such request within the time specified, (a) the inspection department may seek to initiate the prosecution of such owner or owners for violating this section, and (b) the department of public works may also cause the removal or cutting of such trees or shrubbery so as to eliminate the hazard or menace, and the cost thereof shall be collected either by proceedings in the district court or by special assessment against the property on which such trees or shrubbery are situated.

12.24.140 Operations in public places—Financing.

The performance by the department, either directly or through any other department or agency, of any operation on any of the public places of the city, may be authorized and financed under special assessment procedure as provided in this code.

12.24.150 Regulations—Department authority—Contents and distribution.

The department is authorized to adopt regulations governing all operations in public places, and likewise governing the performance, administration and enforcement of this chapter. Such regulations shall specify and control the kind, nature, and description of trees, shrubs and plants which may be grown, planted or maintained on or in any public place. Said regulations shall not become effective until approved by resolution of the council. The department shall cause copies to be made of the regulations and shall furnish the same to all interested persons.

12.24.160 Enforcement.

This chapter shall be enforced by the department of public works, by the inspection department and by the police department.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

**AN ORDINANCE ADDING SECTIONS 015, 045 AND
055, AND AMENDING SECTIONS 020, 040 AND 050
TO TITLE 12, CHAPTER 24 (TREES AND SHRUBS) OF
THE LIVONIA CODE OF ORDINANCES, AS
AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 015 is hereby added to Title 12, Chapter 24 of the Livonia Code of Ordinances, as amended, which Section shall read as follows:

- A. Establish policies, regulations and standards of maintenance in order to ensure that the City of Livonia continues to realize the benefits of the urban forest.
- B. Establish and maintain sustainable tree coverage on public land ~~in order~~ to increase the urban forest.
- C. Maintain trees in healthy and nonhazardous conditions ~~through the use of~~ using professional arboricultural practices.
- D. Establish and maintain appropriate diversity in tree species and age, and
- E. Encourage residents to plant and maintain trees on private property consistent with these goals.

Section 2. Section 020 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.24.020 Definitions.

The following words and phrases, when used in this chapter, for the purpose of this chapter, shall have the meanings respectively ascribed to them in this section:

- A. "Department" means the department of public works.
- B. "Operations" means any and all planting, growing, maintenance, care, removal and destruction of trees, shrubs and plants in or on any public place or public building, including a public place or public building used or reserved for park, playground or recreational purposes.

C. "Public land" means any public street, public highway, public park, or any other property owned or held by the City of Livonia

ED. "Regulations" means such rules and regulations as may be adopted by the department pursuant to the provisions of this chapter.

12.24.030 Enabling authority.

This chapter is adopted pursuant to Section 1 of Chapter II, Sections 11, 12 and 14 of Chapter IV, and Section 15 of Chapter V of the City Charter.

Section 3. Section 040 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.24.040 Management and control—Department authority.

Subject to the provisions of the Charter and the powers of the council, the director of the department of public works, or their designee, shall have general management and control over all operations in or on public places and public buildings together with the management and control of all operations relating to the planting, removal, care and maintenance of trees, shrubs and plants in or on public places, including all public places and public buildings used or reserved for park, playground or recreational purposes, consistent with the purpose and goals of this Chapter.

Section 4. Section 045 is hereby added to Title 12, Chapter 24 of the Livonia Code of Ordinances, as amended, which Section shall read as follows:

12.24.045 Criteria to be considered for tree removal, planting and maintenance.

The following factors are to be considered by the department prior removing a tree or granting a permit for tree or shrub removal on public lands:

A. Whether the tree has been deemed a risk to the health, safety, or welfare of the travelling public.

B. Whether the tree is diseased, dying, or dead.

C. Whether the tree was damaged beyond repair by a storm.

D. Whether it is a prohibited or problem species for the location, maintenance make it necessary to remove trees or shrubs. The department shall assess if there are viable street repair options that could be utilized in order to minimize damaging or removing trees.

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Section 5. Section 050 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.24.050 Operations in public places—Permit required.

No person shall perform, effect or make, or cause or bring about the performance or making of any operations in or on any public places without first having obtained a permit therefor as hereinafter provided in this chapter. Permits shall be issued by the department on full compliance with this chapter and the regulations, purpose and goals adopted pursuant thereto. No permit shall issue by the department until all required conditions of this Chapter are fully complied ~~with~~. Failure to obtain a permit shall constitute a misdemeanor.

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Section 6. Section 055 is hereby added to Title 12, Chapter 24 of the Livonia Code of Ordinances, as amended, which Section shall read as follows:

12.24.055 Planting, removing, pruning or injuring trees and shrubs on public land -permit required.

- A. No person shall plant, remove, prune, injure, or otherwise affect any tree or shrub in or on any public place without first having obtained a permit therefor as hereinafter provided in this chapter. No Permits shall be issued by the department without compliance with this chapter and the regulations, purpose and goals adopted pursuant thereto. In determining whether a permit should ~~be issued~~, the department shall consider the factors contained in Section 12.24.45. Failure to obtain a permit shall constitute a misdemeanor.
- B. Prior to planting, removing, pruning, injuring, or otherwise affecting any tree or shrub in or on a public place, the permit holder shall review and comply with the recommendations of the United States Department of Agriculture Tree Owner's Manual which can be viewed at the Office of the City Clerk, the Department of Public Works-Forestry web page, or at www.treeownersmanual.info.
- C. Any tree that is planted in or on a public place must be on the approved tree species list which is available at the Office of the City Clerk or on the Department of Public Works-Forestry web page.

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Section 7. Section 060 of Chapter 24 of Title 12 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:12.24.060 Permit—Application and issuance conditions.

No permit shall be issued until the applicant shall have paid the fee, furnished appropriate insurance, and made the deposit hereinafter provided, and until a written application for such permit shall have been filed with the department and duly approved as hereinafter provided. Every application shall be signed by the applicant and shall include:

- A. The full name, description, residence and place of business of the person applying for the permit;
- B. The name and location of the public place in or on which the proposed operation is to be performed or made, and a description of the area to be affected;
- C. The nature and extent of the proposed operation; and
- D. Such other information as may be required by the regulations.

12.24.070 Permit—Fees and deposits.

- A. Every application shall be accompanied by a fee of thirty dollars (\$30.00) and such cash deposit as may be required by the department under this chapter. The department is authorized to determine the amount of such cash deposit, which amount shall include:
 - 1. The value of all trees, shrubbery and plants sought to be removed or destroyed under such application; and
 - 2. The cost of repairing all damage caused by the operation for which a permit is sought and in restoring the particular public place involved to the same condition as existed immediately prior to the performance of such operation.
- B. Notwithstanding the above, no fee, cash deposit or insurance shall be required in those cases where a resident of the city applies for a permit to plant a tree or remove a tree (six (6) inches or less in diameter) at his or her own expense in the public right-of-way between the sidewalk and curb in front of such existing residence. However, in the latter cases a permit shall be obtained, the regulations of the department shall be complied with and the type of tree to be planted shall be approved by the department.
- C. All fees and deposits shall be paid to the city treasurer and, except as to such refunds as may be made pursuant to this chapter, shall be paid into the general fund of the city. All deposits shall be held by the city treasurer subject to the provisions of this chapter and said regulations. On receipt of a written certification from the department that there has been a full compliance with the provisions of this chapter and said regulations, the

city treasurer shall refund to the applicant such portion of the deposit as does not represent the value of any trees, shrubbery or plants removed or destroyed. In the event of failure or refusal of any applicant to fully comply with the regulations and this chapter, the department shall have the right to cause the particular operations involved to be fully completed and the particular public place or places involved to be fully restored to proper condition, and is hereby authorized as may be required for such purpose.

12.24.080 Permit—Insurance required—Liability for accidents or damage.

Any person to whom a permit or license is issued shall be liable for all damage both to property and to persons resulting from accidents which may occur as a result of the operation for which the permit was issued; and such person shall be further liable to the city for any and every loss and damage which the city may sustain and for all sums it may have to pay to any person as a result of such accident. Nevertheless, without admitting or imposing any liability or responsibility of any kind on the city or the department, no permit shall be issued until the applicant has furnished such insurance as may be required under the regulations of the department and in such form as may be approved by the city attorney. Nothing herein contained shall prevent the council, city or the department from requiring any additional bonds, deposits or insurance as a prerequisite to the acceptance by the city of any bid, offer or contract; and in such cases the council shall require such deposits, bonds and insurance as it may determine necessary to fully protect the city and the department.

12.24.090 Landscaping business—License and cash bond requirements.

No person shall engage in the business of landscape gardening, planting, trimming, repairing, removing, maintaining, selling or transporting trees, shrubs, lawns or other plants within the city without first obtaining from the department a license for each year authorizing such person to engage in such business. No such license shall be issued until written application therefor has been filed with the city clerk in such form as may be required by said regulations. Such business shall be subject to inspection by the department at all times and in such manner as may be provided in the regulations. The application shall be accompanied by a fee in the sum prescribed by section 5.03.170 of this Code. No permit shall be issued under this section until there has been a full compliance with this chapter and the regulations.

12.24.100 Refusal or revocation of permit or license—Conditions—Hearing by council.

Permits or licenses requested under this chapter may be refused by the department and permits or licenses issued under the provisions of this chapter may be revoked by the department at any time, where fraud or misrepresentation exists, either in the application or the use of a permit or license, or in case of any violation of this chapter or

of said regulations, or in case of a breach of peace or menace to the health, morals, welfare and safety of the public. Any person whose permit or license is revoked or whose application for a permit or license is refused shall have a right to a hearing before the council, and the council may affirm or sustain any such refusal or revocation, and may grant or reinstate any permit or license.

12.24.110 Trees and shrubs—Growing, selling, planting and maintenance by department.

The department is authorized to grow, plant, distribute and sell trees and shrubs to be planted in public places. The department is further authorized to maintain, repair, trim, spray and care for all trees and shrubs in or on public places. The regulations shall include prices to be charged by the department for trees and shrubs and the planting thereof.

12.24.120 Operations in public places—Department authority.

Nothing contained in this chapter shall in any way prevent the department, either directly or through any other department or agency, from performing any operations in or on any of the public places of the city.

12.24.130 Trees and shrubs—Control on private property authorized when.

No person shall, within the city, maintain on his or her property any tree or shrub which may cause a traffic hazard or obstruction or in any way constitute a menace to the health, safety, and welfare of the public. The regulations of the department shall include provisions for the control of such trees and shrubbery on private property as may cause obstruction to vehicular traffic and cause traffic hazards, or which may be a menace to the health, safety and welfare of the public. On certification by the police department and the department of public works that any trees or shrubbery on private property do constitute a traffic hazard or on certification by the department of public works and the inspection department that trees or shrubbery on private property constitute a menace to the public health, safety and welfare, the owner or owners of such trees or shrubbery shall be given a written request by the inspection department to remove the same within ten (10) days from the date of such request; and, in the event of failure to comply with such request within the time specified, (a) the inspection department may seek to initiate the prosecution of such owner or owners for violating this section, and (b) the department of public works may also cause the removal or cutting of such trees or shrubbery so as to eliminate the hazard or menace, and the cost thereof shall be collected either by proceedings in the district court or by special assessment against the property on which such trees or shrubbery are situated.

12.24.140 Operations in public places—Financing.

The performance by the department, either directly or through any other department or agency, of any operation on any of the public places of the city, may be authorized and financed under special assessment procedure as provided in this code.

12.24.150 Regulations—Department authority—Contents and distribution.

The department is authorized to adopt regulations governing all operations in public places, and likewise governing the performance, administration and enforcement of this chapter. Such regulations shall specify and control the kind, nature, and description of trees, shrubs and plants which may be grown, planted or maintained on or in any public place. Said regulations shall not become effective until approved by resolution of the council. The department shall cause copies to be made of the regulations and shall furnish the same to all interested persons.

12.24.160 Enforcement.

This chapter shall be enforced by the department of public works, by the inspection department and by the police department.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

During Audience Communication Brent Sabo, 14587 Blue Skies, requested extra time to read a letter into the record and Council granted additional time. He then addressed Council about the City's Road Repair Program and its conflict with right-of-way trees.

Councilmember McCullough, as Council representative to the Tree Committee, responded to Mr. Sabo.

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

#283-21 RESOLVED, that upon the motion by Councilmember Brandon McCullough, seconded by Councilmember Laura Toy, at the Regular Meeting held September 20, 2021, the Council does hereby refer the subject matter of the proposed tree ordinance in conjunction with the 2022 Road Repair Program to the Committee of the Whole for its report and recommendation.

Councilmember Toy also commented on Mr. Sabo's concerns.

Vice President Bahr asked Zilincik to state the timeline of upcoming events for the 2022 Road Repair Program.

Donovic then clarified that the trees will be identified this year during the October/November period and those will be the trees torn down for next year or next year as you're driving through the streets is when you start to identify the trees that have to be removed. So, City Council will approve a design for the roads, but we won't know officially how many trees will be impacted. Again, we're waiting for the City Council for the budget November 1st, once that's approved it will help us make a decision as far as the lot and street segments, we always try to fit the program to the budget. I would say by the end of November we'd have a clear picture of what trees will be impacted and the size to provide to the City Council if needed and then obviously with the Tree Committee, coordinating those two items together.

<i>AUDIENCE COMMUNICATION ITEM (Regular Meeting of September 20, 2021)</i>
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Motion by:	McCullough
Seconded by:	Toy
ROLL CALL:	
Ayes:	McCullough, Donovic, Jolly, Toy, Bahr, White, McIntyre
Nays:	None
Absent:	None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

4. REQUEST TO AMEND SOLID WASTE/RECYCLING SERVICES CONTRACT WITH GFL: Department of Public Works, re: for a one-year extension, from the Refuse Fund.

Don Rohraff, Director of DPW, presented the request to Council.

Councilmember Kathleen McIntyre indicated there was a lot of data presented, listing the various information provided for this item.

Council Vice President Laura Toy complimented Don Rohraff on this item and GFL for all of their services. Vice President Toy offered an approving motion for the Consent agenda.

Councilmember Scott Bahr asked the reason for only a one-year extension. Don Rohraff stated that due to the procurement issues with equipment and supplies led them to feel that one year was the decision at this time. Councilmember Bahr felt it is not in the best interest financially of the city to move to covered carts.

Council President Jim Jolly shared an experience with DPW and GFL regarding the service handling a deer needing removed from the curb.

Councilmember Rob Donovic thanked DPW and GFL for all the work they do.

Council President Jim Jolly indicated there are 40,000 homes in Livonia that all need their trash picked up. He then stated that since this is a large contract, he would like it on the Regular agenda.

Margaret Earle, 31545 Pembroke, complimented GFL for the great job they do.

DIRECTION:

APPROVAL

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

4.

DPW

August 9, 2023

MEETING DATE

S082123/R0890623

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO AMEND SOLID WASTE/RECYCLING SERVICES CONTRACT WITH GFL: Department of Public Works, re: for a one year extension, from the Refuse Fund.

BACKGROUND DETAILS

In 2015, the City Council approved an eight-year contract, (CR #278-15), with Rizzo Environmental Services, Inc. (RES) to provide solid waste/recycling services through November 30, 2023. Rizzo was later acquired by GFL with GFL fulfilling the remainder of the contract.

Discussions with GFL were held to ascertain whether some financial benefit might be possible with an extension of the current contract.

- The current contract had a 9-cent increase in year four, from \$10.05 to \$10.14 per unit. The pricing has remained flat with no increases for the last five years.
- Over the eight years of the existing contract, had there been an increase of 3 to 4 %, or rate of inflation, we would have a rate close to what is being offered currently by GFL in the extension proposal.

The GFL extension proposal would have no change in existing services. Per unit pricing would increase from \$10.14 to \$13.39 (32%). See attachment A for 2023 vs 2024 Cost Comparison for additional information.

Rate comparisons with other similar communities in our area have always been challenging because Livonia typically has a broader range of services. The trend that has been occurring the past 5–10 years has seen communities moving to a full 64-gallon cart service for recycling, and trash services. Canton Township, Farmington Hills, Plymouth Township and Southfield are the only comparable communities currently using rear loading packer trucks for trash removal. Canton, Farmington Hills, and Plymouth Township use 64-gallon carts for recycling. Southfield uses very similar collection services to Livonia.

The comparison rates from those communities would be as follows (note that Canton Farmington Hills and Plymouth Township would have an additional \$1.50 to \$2.00 increase per unit for comparisons):

	<u>2024</u>	<u>2023</u>	
City of Livonia	\$ 13.39	\$10.14	
City of Southfield	\$10.58	\$10.58	(last yr. of 8 yr. contract)
Canton Township	\$ 13.25		(Trash Disposal paid by Township)

Farmington Hills	\$ 12.95	(Recycling paid by RRRASOC)
Plymouth Township	\$ 12.76	(Yard Waste paid by Township)

See Attachment B for additional comparisons.

Even with the recent labor conditions, the quality of service received from GFL has been very good, and complaints have been minimal. GFL has always been very responsive to our needs, including this past winter when an ice storm followed one week later by a very heavy snowstorm hit Livonia. This caused a path of tree damage throughout the city, and GFL was there for our community offering assistance for the cleanup efforts.

In the current environment, the department feels that a one-year extension would be the best solution. The one-year extension allows time for necessary meetings to include the pertinent information to be included in the Request for Proposal (RFP). Some items to be considered include carts for recycling, and trash, contract length, and the timeline for procurement of equipment if carts are to be included.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is therefore the recommendation of the Department of Public Works that Council approve the extension of the GFL contract for a one-year period from December 1, 2023 through November 30, 2024, at the proposed unit costs shown in Attachment A

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

n/a

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

\$7,446,038.00 = December 1, 2023-November 30, 2024

DETAILED WORK BEING PERFORMED

Solid waste/recycling services.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

Funding for this contract will be included in various accounts contained within the proposed 2023-24 budget in the Refuse Fund (226). The estimated annual cost is \$7,446,038.00 as shown in Attachment A.

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and

why, Consortium package, etc): n/a

ATTACHMENTS

1. S082123 LTC GFL contract extension
2. 2023-Solid Waste - Attachment B
3. 2023-Solid Waste - Attachment A
4. CR 278-15 - Solid Waste - Recycling
5. R090915 Solid waste-recycling services CR 278-15

APPROVED BY



Don Rohraff, Director of Public Works

Date: August 09, 2023



Michael Slater, Finance Director

Date: August 09, 2023



Paul Bernier, City Attorney

Date: August 11, 2023



Maureen Miller Brosnan, Mayor

Date: August 11, 2023

ATTACHMENT "B"

GFL Rates By City/Township

Municipality	2024 Unit Rate	Carts Provided	Notes
Canton Twp	\$13.25	Recycling-Standard Trash Collection (packer truck)	Trash Disposal Paid by Township
Dearborn	\$13.54	Trash and Recycling	
Farmington Hills	\$12.95	Recycling-Standard Trash Collection (packer truck)	Recycle Processing paid by RRRASOC
Inkster	\$11.87	Trash and Recycling	Trash Disposal Paid by City
Flat Rock		Recycling-Standard Trash Collection (packer truck)	
Lincoln Park	\$14.50	Trash and Recycling	Trash Disposal Paid by City
Northville Twp	\$12.95	Trash and Recycling	
Northville	\$14.16	Trash and Recycling	

ATTACHMENT "B"

GFL Rates By City/Township

Municipality	2024 Unit Rate	Carts Provided	Notes
Novi	\$11.78	Trash and Recycling	Pre Covid/Recycle Processing paid by RRRASOC
Plymouth Twp	\$12.76	Recycling-Standard Trash Collection (packer truck)	Yard Waste Processing Paid by Township
Redford	\$13.23	Trash and Recycling	
South Lyon	\$12.52		Recycle Processing paid by RRRASOC
Southfield	\$10.58	Mix of Recycling Carts and Tubs Standard Trash collection (packer truck)	
Walled Lake	\$13.54		Recycle Processing paid by RRRASOC
Westland	\$12.80	Trash and Recycling	
Wixom	\$12.95		Recycle Processing paid by RRRASOC

ATTACHMENT "A"

Solid Waste Disposal - GFL Extension Proposal

FY 2023 vs FY 2024 Cost Comparison

Category	Unit of Measurement	# Units	Current Cost per Unit	Proposed Cost per Unit	Current Annual Cost	Proposed Annual Cost	\$ Change	% Change
Residential per unit collection	Household	39,900	\$10.14	\$13.39	\$4,855,032	\$6,411,132	\$1,556,100	32%
Transfer Site Operations	Month	12	\$2,500	\$3,700	\$30,000	\$44,400	\$14,400	48%
Roll Off Services (***)	Haul	41	\$185	\$310	\$91,020	\$152,520	\$61,500	68%
Front End Dumpster Serv.	Month	12	\$4,583	\$5,958.83	\$54,996	\$71,506	\$16,510	30%
Park Litter Serv.	Month	12	\$5,417	\$12,600	\$65,004	\$151,200	\$86,196	133%
Leaf Packer M-F (*)	Hour	2100	\$78	\$96	\$163,800	\$201,600	\$37,800	23%
Leaf Packer Sat. (**)	Hour	210	\$65	\$108	\$13,650	\$22,680	\$9,030	66%
Bulk Leaf Transfer	Season	1	\$305,000	\$391,000	\$305,000	\$391,000	\$86,000	28%
Total					\$5,578,502	\$7,446,038	\$1,867,536	33%

(*) indicates the daily number requested; actual number is usually 5 due to equipment breakdowns on GFL's end. (7 trucks a day/10 hours a day/5 days week/6 weeks)

(**) indicates the daily number requested; actual number is usually 5 due to equipment breakdowns on GFL's end. (7 trucks a day/10 hours a day/1 days week/3 weeks)

(***) on average, 35 units a month at the transfer site, and 6 units elsewhere

Livonia City Council Resolution

Approved Amount	<u>\$43,861,252.00</u>	Approved Vendor	<u>Rizzo Environmental-Waste Synergy Environmental-Roll Off</u>
-----------------	------------------------	-----------------	---

Product / Service:	<u>Solid Waste/Recycling & Roll-Off Placements for the Bulk-Leaf Pickup Program</u>
--------------------	---

Council Mtg Date	<u>September 9, 2015</u>	GL #	Description:
Begin Date	<u>12/01/2015</u>		
Expiration Date	<u>11/30/2023 (8 yr)</u>		

#278-15 RESOLVED, that having considered the report and recommendation of the Capital Improvement, Natural Resources and Waste Management Committee, dated September 2, 2015, submitted pursuant to Council Resolution No. 57-15, and a communication from the Superintendent of Public Service and the Director of Public Works, dated June 11, 2015, which bears the signature of the Director of Finance, and is approved for submission by the Mayor, with regard to solid waste/recycling services for the period December 1, 2015 through November 30, 2023, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute an eight (8) year contract between the City of Livonia and Rizzo Environmental Services, 6200 Elmridge Drive, Sterling Heights, Michigan 48313, for providing solid waste collection and disposal services for the City of Livonia, including expansion of curbside recyclables and the transfer, transportation and composting of leaves deposited at the landfill site, commencing December 1, 2015, through November 30, 2023, in the estimated amount of \$43,861,252.00, this service shall include utilizing 18 gallon recycle bins with an opt-in option for residents to choose 64 gallon recycle carts, 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 bidder and to do all other things necessary or incidental to the full performance of this resolution; FURTHER, the Council does hereby award the Neighborhood Roll-Off Placements for the Bulk-Leaf Pickup Program – A five-year contractual agreement, to Synergy Environmental, 9864 E. Grand River, Suite 110-140, Brighton, MI 48116, as detailed in Section Four of the Request for Proposal.

Regular Meeting Minutes of September 9, 2015

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

MUNI-REFUSE

Approval to execute an eight (8) year contract with Rizzo Environmental Services for providing solid waste collection and disposal services for the City of Livonia, including expansion of curbside recyclables and the transfer, transportation and composting of leaves deposited at the landfill site, commencing December 1, 2015 through November 30, 2023 and to award the Neighborhood Roll-Off Placement for the Bulk-Leaf Pickup Program a five-year contractual agreement to Synergy Environmental.

#278-15 RESOLVED, that having considered the report and recommendation of the Capital Improvement, Natural Resources and Waste Management Committee, dated September 2, 2015, submitted pursuant to Council Resolution No. 57-15, and a communication from the Superintendent of Public Service and the Director of Public Works, dated June 11, 2015, which bears the signature of the Director of Finance, and is approved for submission by the Mayor, with regard to solid waste/recycling services for the period December 1, 2015 through November 30, 2023, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute an eight (8) year contract between the City of Livonia and Rizzo Environmental Services, 6200 Elmridge Drive, Sterling Heights, Michigan 48313, for providing solid waste collection and disposal services for the City of Livonia, including expansion of curbside recyclables and the transfer, transportation and composting of leaves deposited at the landfill site, commencing December 1, 2015, through November 30, 2023, in the estimated amount of \$43,861,252.00, this service shall include utilizing 18 gallon recycle bins with an opt-in option for residents to choose 64 gallon recycle carts, 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 bidder and to do all other things necessary or incidental to the full performance of this resolution; FURTHER, the Council does hereby award the Neighborhood Roll-Off Placements for the Bulk-Leaf Pickup Program – A five-year contractual agreement, to Synergy Environmental, 9864 E. Grand River, Suite 110-140, Brighton, MI 48116, as detailed in Section Four of the Request for Proposal.

The following individuals spoke on the issue:

Paula Noechel, 15526 Sussex
 Eleanor Masheff, 15761 Riverside
 Jim Baringhaus, 37594 Southampton
 Anna Myslinski, 9605 Merriman
 Mark Collangelo, 31555 Summers
 Maureen Wakenell, 33486 Griffin Court
 Catherine Heinzman, 30496 Hathaway

Following discussion by Council, a roll call vote was taken on the motion made by Meakin, seconded by Pastor, with the following result:

AYES: Pastor, Meakin, Toy, Nash

NAYS: Scheel, Kritzman and Brosnan

The President declared the resolution adopted.

*Regular Meeting Minutes of September 9, 2015***UNFINISHED BUSINESS AGENDA ITEMS (Regular Meeting of September 9, 2015)**

Motion by: Meakin

Seconded by: Pastor

ROLL CALL:

Ayes: Pastor, Meakin, Toy, and Nash

Nays: Scheel, Kritzman, and Brosnan

Absent: None

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

5. AWARD OF BID: Department of Public Works, re: for the SCADA Design Build Contract, Phase 1, from budgeted funds.

Don Rohraff, Director of DPW, presented the request to Council.

Councilmember Brandon McCullough indicated the reasons he appreciated this proposal and offered an approving resolution for the Consent agenda.

Councilmember Rob Donovic asked about the \$1.6M being a one-time cost and what would be the cost on an annual or bi-annual basis. Don Rohraff indicated this was the cost for Phase 1 and included everything within that cost for the first year and further explained the process.

Councilmember Brandon McCullough asked about a grant for this project. Don Rohraff stated he was looking into it.

Council President Jim Jolly indicated he would like it on the Regular agenda.

DIRECTION:

APPROVAL

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

5.

DPW
August 10, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for the SCADA Design Build Contract, Phase 1, from budgeted funds.

BACKGROUND DETAILS

Supervisory Control and Data Acquisition (SCADA) systems are widely used in industrial, manufacturing, and utility operations to ensure efficient and precise monitoring and operation of equipment. Real time access to water and sewer monitoring data will allow our operators to quickly identify issues that can interrupt service and reduce the operation lifespan of our systems, thus allowing them to make informed decisions to effectively manage our systems.

The Department, with assistance from OHM Advisors, prepared a detailed request for proposals to design, implement, and maintain a new SCADA system to monitor 13 water and sewer system facilities on the City's system. Currently, there is no existing SCADA system to monitor or control any facility on the city's water or sewer system.

This is the first of three phases using a progressive design-build approach to fully integrate our water and sewer system with a new SCADA system that would include water system pressure reducing valve vaults, closed control valves, one-way check valves, and pressure transmitters and sewer system pump stations, flow monitors, high level sensors, and rain gauges. Phase 1 focuses on the water system and includes six pressure reducing valves, one control valve, four water valves, and one pressure sensor. Features of the SCADA system on these critical assets include control panels, instrumentation, battery backups and cellular-based telemetry.

Proposal responses were received from four prospective firms. These proposals were evaluated by an internal committee based on qualifications, experience, work plan, and costs and three firms were invited to interviews. Through this evaluation and interview process, the committee determined Motor City Electric provided the best overall proposal package.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Accept the proposal and award a design-build contract to Motor City Electric Technologies Inc., 9440 Grinnell Street, Detroit, MI 48213, for all labor, materials, and equipment to complete the SCADA system as outlined in the specifications in an amount not to exceed \$1,606,051 from budgeted funds in account no. 592-559-971-000, and authorize the Mayor and the City Clerk to execute the contract on behalf of the city.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

SCADA (Supervisory Control and Data Acquisition) system

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

\$1,606,051.00

DETAILED WORK BEING PERFORMED

Installation of a complete SCADA system, including labor, materials and equipment.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$1,606,051.00 from budgeted funds in account no.592-559-971-000.

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

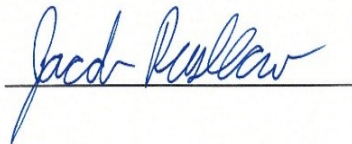
Proposal responses were received from four prospective firms. These proposals were evaluated by an internal committee based on qualifications, experience, work plan, and costs and three firms were invited to interviews. Through this evaluation and interview process, the committee determined Motor City Electric provided the best overall proposal package.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): n/a

ATTACHMENTS

1. S082123 LTC Award of bid 2023 CE Services
2. LIVONIA SCADA CONTRACT PACKAGE_20230809
3. Proposal CE Services SCADA Phase 1_07.28.2023
4. SCADA Bid Opening Sheet
5. SCADA evaluation score summary

APPROVED BY



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

Date: August 10, 2023



Don Rohraff, Director of Public Works

Date: August 10, 2023



Michael Slater, Finance Director

Date: August 11, 2023



Paul Bernier, City Attorney

Date: August 11, 2023



Maureen Miller Brosnan, Mayor

Date: August 11, 2023

PHASE 1 SCADA SYSTEM DESIGN-BUILD SERVICES

City of Livonia
Wayne County, Michigan

City of Livonia
Department of Public Works
12973 Farmington Road
Livonia, MI 48150



June 2023

Revised August 2023

PHASE 1 SCADA SYSTEM DESIGN-BUILD SERVICES

CITY OF LIVONIA, MICHIGAN

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8 Mile PRV SCADA Proposal	A1-1-4
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Standard Form of Agreement Between Owner and Design- Builder – Lump Sum

Document No. 525

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.



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Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

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

This **AGREEMENT** is made as of the _____ day of June in the year of 2023, by and between the following parties, for services in connection with the Project identified below.

OWNER:

CITY OF LIVONIA
33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154

DESIGN-BUILDER:

MOTOR CITY ELECTRIC TECHNOLOGIES INC.
9440 GRINNELL STREET
DETROIT, MICHIGAN 48213-1511

PROJECT:

PHASE I SCADA SYSTEM DESIGN-BUILD SERVICES
CITY OF LIVONIA

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder including

EXHIBIT 1 Pricing Clarification,

EXHIBIT 2 Proposal Requirements And General Conditions with Acceptance of Conditions

Appendix A – Owner's Project Criteria

Appendix A1 – 8 Mile PRV SCADA Proposal

Appendix B – Phase 1 Structures Table & Drawings,

Appendix D – Detail Drawings, and

Appendix F – Bond Forms

2.1.4 The General Conditions of Contract as well as the "EXHIBIT 2 Owner's Proposal Requirements and General Conditions;" and.

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after

execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.4 below.

4.2 Owner's Limited License Upon Project Completion and Payment in Full to Design-Builder.

☒ Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design Builder, including Design Consultants of any tier (collectively the "Indemnified Parties").

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.2 Owner agrees to pay Design-Builder the additional sum of TWENTY THOUSAND Dollars (\$ 20,000.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than **44 calendar weeks** after the Date of Commencement ("Scheduled Substantial Completion Date").

☒ The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner Five Hundred Dollars (**\$500**) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or

consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).

Article 6

Contract Price

6.1 Contract Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **One Million, Six Hundred Six Thousand, Fifty One Dollars (\$ 1,606,051)** ("Contract Price"), as detailed in EXHIBIT 1 PRICING CLARIFICATION and subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of **fifteen percent (15%)** of the additional costs incurred for that Change Order.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include an amount equal to the sum of **five percent (5%)** applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in Appendix A and Exhibit 1 hereto.

6.3.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the fifteenth (15th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within forty (40) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain **ten percent (10%)** of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of one half percent (0.5%) per month until paid.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that

such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Overhead and profit in the amount of **fifteen percent (15%)** on the sum of items 8.1.1 and 8.1.2 above.

8.2 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

MICHAEL FISHER, CHIEF ASSISTANT CITY ATTORNEY
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154
734-466-2520

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

JACOB RUSHLOW P.E., ASSISTANT DIRECTOR OF PUBLIC WORKS
12973 FARMINGTON
LIVONIA, MI 48150
734-466-2606

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

ROBERT MAECHTLE, SENIOR PROJECT MANAGER
9440 GRINNELL STREET
DETROIT, MICHIGAN 48213-1511
248-866-5755

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

MATT BURNS
9440 GRINNELL STREET
DETROIT, MICHIGAN 48213-1511

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure the insurance coverages set forth in EXHIBIT 2 PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS BR 3-12 attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security as detailed in EXHIBIT 2 and on forms included in APPENDIX F:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

Maintenance and Guarantee Bond.

☒ Required ☐ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

☒ Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards. Design-Builder shall meet specifications and standards defined in Appendix A.

☒ Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

Maureen Miller Bronsan, Mayor

(Name of Design-Builder)

Signature

(Signature)

Susan M. Nash, City Clerk

(Printed Name)

Signature

(Title)

Date: _____

Donald R. Rohraff, Director of Public Works

Signature

Michael Slater, Director of Finance

Signature

Approved as to Firm, City of Livonia, Department of Law, Pursuant to Resolution # _____
adopted by City Council on _____ .

Owner Signature

Printed Name and Title

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535

Second Edition, 2010

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Washington, D.C.



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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: Appendix A – Owner's Project Criteria, Appendix A1 – 8 Mile PRV SCADA Proposal, Appendix B – Phase 1 Structures Table & Drawings, Appendix D – Detail Drawings, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) and EXHIBIT 2 PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS. If there arises a conflict between the two documents, EXHIBIT 2 shall take precedence over DBIA Document No. 535.

1.2.10 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.11 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.12 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.13 *Site* is the land or premises on which the Project is located.

1.2.14 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.15 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.16 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can use the Project or a portion thereof for its intended purposes.

1.2.17 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the

execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in

Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Such adjustment shall be effective upon approval by Owner's City Council.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects

caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which

Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 To the extent available, record drawings of any existing structures at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.4 Government Approvals and Permits.

3.4.1 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions. Any such adjustment shall be effective upon approval by Owner's City Council.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in EXHIBIT 2 PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance

Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Bonds and Other Performance Security.

5.3.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.3.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass

to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages,

liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents. Such Change Order shall be effective upon approval of Owner's City Council.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. Such adjustment will be effective upon approval by Owner's City Council.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally

contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the

field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys' fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 Notwithstanding anything herein to the contrary (except as set forth in section 10.5.2 below), neither Design-Builder nor owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the

Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement

terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated,

transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

CITY OF LIVONIA
SCADA SYSTEM DESIGN-BUILD SERVICES
EXHIBIT 1 PRICING CLARIFICATION

OHM: KK

Page 1 of 1

06/23/2023

The following is an update to the pricing per the Bid Schedule, Items #1-15:

Bid Schedule Items #1-15 Original Pricing: \$1,557,969.00

Bid Schedule Items #1-15 Modified Pricing:

Software Subscription Fees paid by MCE within contract through December 31, 2024 unless otherwise noted

FactoryTalk SCADA Software Support/Renewals	\$5,940.00
VMWare Support/Renewals - 3 year contract runs through Dec 31, 2026	\$179.00
SonicWall Support/Renewals annual	\$661.00
Win911 Support/Renewals	\$800.00
Win 911 SMS modem \$40/mo - included 1 year	\$480.00

Contract Deduction 1 – removal of sump pumps with discharge at CV-01, WVAL-02406, WVAL-05823	(\$56,523.00)
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Contract Deduction 2 – Removal of LED Lights and power receptacle at CV-01, WVAL-02406, WVAL-05823	(\$8,939.00)
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Contract Deduction 3 – Removal of PE Stamp on electrical and controls/IC/SCADA drawings \$	(\$30,000.00)
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Contract Deduction 4 – Removal of redundant SCADA server and software \$	(\$43,500.00)
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Contract Addition 1 – PLC and modem at 8 Mile PRV	\$15,984.00
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Provisionary Allowances – Permit Allowance	\$20,000.00
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Provisionary Allowance – Utility Allowance	\$3,000.00
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Total Base Bid	\$1,466,051.00
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Owner Contingency Allowance	\$140,000.00
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Total Contract Value	\$1,606,051.00
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EXHIBIT 2

PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

CITY OF LIVONIA, MICHIGAN

PHASE 1 SCADA SYSTEM DESIGN-BUILD SERVICES

OVERVIEW

The CITY is soliciting qualified proposals to design and implement a new Supervisory Control and Data Acquisition (SCADA) system and instrumentation for six (6) pressure reducing valve vaults, one (1) control valve, four (4) water valves, one (1) domestic water line at a fire station, and one (1) wastewater lift station. This is the first of 3 phases. The CITY is seeking to install the following assets: control panels, cellular based telemetry, battery backups, instrumentation, and a locally hosted or cloud-based SCADA system with spare capacity for future sites.

1. CONTRACT DOCUMENTS

The Contract Documents shall consist of the Request for Proposal, Owner's Project Criteria (Appendix A), Phase I Structures Preliminary Plans & Table (Appendix B), Phase II & III Structures Table (Appendix C), Detail Drawings (Appendix D), Agreements (Appendix E), Proposal, General Conditions, Specifications, Bonds, and any additional documents, which may be made a part of the contract.

2. SUBMISSION AND RECEIPT OF PROPOSALS

Electronic Proposals for the City of Livonia SCADA System Design-Build Services contract will be received until 2:00 pm local time **Tuesday, March 14, 2023** at which time the proposals shall be publicly opened as per the instructions provided in the advertisement for proposals. The name of each proposer will be read aloud to confirm receipt of proposal, but the contents of the Proposal package will be confidential.

The Proposal shall include a copy of the Firm's Qualifications Package, Description of Similar Projects, Proposed Work Plan, Proposal Forms, Bid Security, Subcontractors List, Authorized Negotiator, and Acceptance of Conditions. The Contract Documents must be completed and submitted online on the Michigan Inter-Governmental Trade Network (MITN) website at www.mitn.info.

A Proposal must be received no later than the date and time prescribed in the Advertisement. Proposals received after the date and time prescribed for the opening of proposals, or not submitted in the designated manner, will not be considered.

3. ADDITIONAL PROPOSAL INFORMATION

In the event it becomes necessary to revise any part of the RFP or provide clarification regarding the requirements stipulated herein, an addendum shall be issued. Vendors should not assume changes have been made to the requirements unless changes are documented in the form of an addenda posted to the MITN website. Firms shall acknowledge receipt of each addendum with their proposal response.

OWNER utilizes a Bidding Documents Website as indicated in the Advertisement or invitation to propose. OWNER recommends that Proposer register at such website and obtain a complete set of the Proposal Documents from such website. Proposer may use and rely upon proposal Documents

obtained from the Bidding Documents Website are complete unless an omission is evident. It is up to the Proposer to obtain and view all Request for Proposal (RFP) documents, including all addenda and attachments, issued on MITN for this RFP.

Proposer shall submit all questions about the meaning or intent of the Proposal Documents to CITY Purchasing Manager in writing. Contact information and submittal procedures for such questions are as follows:

Submit question in Microsoft Word format to City of Livonia Purchasing Manager, Enna Bachelor, via electronic mail to: ebachelor@livonia.gov.

Interpretations or clarifications considered necessary by Purchasing Manager or Engineer in response to such questions will be issued by Addenda. Questions received less than fourteen (14) days prior to the date for opening of Proposals may not be answered. Only responses set forth in an Addendum will be binding.

4. AWARD

The proposal will be awarded to that responsible, responsive firm whose proposal, conforming to this solicitation, will be most advantageous to the City of Livonia, with price and other factors considered. **The City of Livonia reserves the right to accept any proposal, to reject any or all proposals, or waive irregularities in any proposal in the best interest of the City of Livonia.** Firms may submit proposals on any item or groups of items provided unit prices are clearly shown and a notation is made on the proposal document clearly indicating firm's intent.

5. WORKMEN

The CONTRACTOR shall employ only competent, efficient workmen who are skilled in the work assigned to them and shall at all times enforce strict discipline and good order among his employees. Whenever the Engineer shall notify the Contractor, in writing, that in his opinion any man so employed is careless, incompetent, disorderly, or otherwise unsatisfactory, such man shall be relieved from the work and shall not again be employed thereon except with the written consent of the Engineer.

6. SUBCONSULTANTS AND SUBCONTRACTORS

Proposer shall submit to OWNER a list of all subconsultants, subcontractors, and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is required. The OWNER may disqualify a Subcontractor if such information is not provided during the proposal process or if the Statement of Qualifications does not provide enough references to indicate that this work can be accomplished satisfactorily. If requested by the OWNER, the Proposers will, within ten (10) days after the day of proposal opening, submit a Statement of Qualifications with pertinent information as to similar projects and other evidence of qualification for each such Subconsultant, Subcontractor, person or organization. Any Subcontractor, other person or organization so listed and to whom OWNER does not make written objection prior to signing of the Contract will be deemed acceptable to OWNER.

7. BID SECURITY

Each proposal must be accompanied by a certified check or a bid bond in the amount of five percent (5%) of the proposal amount payable to the OWNER as a guarantee on the part of the Proposer that he will, if called upon, enter into the attached Contract. The bond shall be with a Surety licensed and

admitted to do business in the State of Michigan and in a form acceptable to the City of Livonia.

8. OWNER'S PROJECT CRITERIA

The proposer, if awarded the contract, will be required to furnish the particular item(s) referred to in the OWNER's Project Criteria or description unless departure or substitution is clearly noted and described in the proposal. The City of Livonia reserves the right to determine if equipment/product or service being proposed is equal to the specified equipment/product or service requested. Any specifications prepared by the CONTRACTOR shall be prepared in CSI MasterFormat.

9. ALTERNATE PROPOSALS

Proposers are cautioned that any alternate proposal, unless requested by the City of Livonia, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this proposal, may be considered non-responsive and in the opinion of the City of Livonia, may result in rejection of the proposal.

10. PRICING

Prices shall be stated in units of quantity specified in the proposal document forms provided by the City of Livonia. In case of a discrepancy in computing the amount of the proposal, the unit price will govern. If any proposed software or equipment requires ongoing subscription fees, they shall be outlined as such in the pricing.

11. QUANTITIES

All quantities stated, unless indicated otherwise, are estimates and the City of Livonia reserves the right to increase or decrease the quantity at the unit price proposed as best fits it needs. In addition, the City of Livonia reserves the right to make future purchases at the unit price submitted for all City of Livonia departments, including the Public Safety Department.

12. TAXES, TERMS AND CONDITIONS

The proposer shall include in the base Proposal and shall pay all applicable federal, state and local taxes of whatever character and description. The City of Livonia is exempt from Federal Excise, State Sales Tax and Personal Property Tax.

13. WITHDRAWALS OF PROPOSALS

Proposals may be withdrawn in person by a proposer, or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the stated proposal deadline. No proposal may be withdrawn for at least 120 days after proposal opening. In case of error by the proposer in making up a proposal, the City of Livonia may, by discretion, reject such a proposal upon presentation of a letter by the proposer which sets forth the error, the cause thereof and sufficient evidence to substantiate the claim.

14. DISPOSITION OF BID DEPOSITS

The bid deposit/security bond for the successful proposer will be retained until the contract has been awarded. The remaining bid deposits/security bonds will be returned fourteen (14) days after the proposal interviews occur. If the proposer, to whom the Contract has been awarded, shall refuse or neglect to execute the Contract and properly secure the same within ten (10) calendar days after written notice by the OWNER to do so, the amount of the deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

15. LIQUIDATED DAMAGES

If the CONTRACTOR fails to complete all the work within the agreed upon time, CONTRACTOR will be assessed liquidated damages as set forth in the Contract.

16. DEFAULT CONDITIONS

In case of default by the CONTRACTOR, the City of Livonia may procure the articles or services from other sources and hold the proposer responsible for any excess cost occasioned thereby. In case of error by the proposer relating to a Contract, the City of Livonia may, by discretion upon presentation of a written explanation by the proposer substantiating the error, reject the Contract and award to the next qualified proposer. Such error may be subject to default conditions.

17. PATENTS AND INFRINGEMENTS

The CONTRACTOR agrees to indemnify and save the CITY, its servants and agents, harmless against any and all claims for royalties or infringements of patent rights in respect to tools, appliances, equipment, processes, or systems of construction and materials made, furnished or used under this Contract, and to defend at his own expense any and all suits of law or in equity which may be brought against the CITY, its servants or agents, for such claims; provided, however, that the CITY, its servants or agents, gives the CONTRACTORS immediate notice in writing of the institution of such suits and authorizes him to defend the same, furnishing him with such reasonable assistance and available information as will enable him to so defend. The provisions of this paragraph shall be binding upon the parties hereto, notwithstanding anything to the contrary implied or expressed elsewhere in any of the Contract Documents.

18. BONDING

CONTRACTOR will be required to furnish performance and labor and material payment bonds each equal to one hundred percent (100%) of the Contract Sum. The bond shall be the OWNER's guarantee of the faithful performance and payment of all the CONTRACTOR's obligations under the Agreement. These bonds shall remain in effect for the period of as stated in each bond's provisions. Bonds will be released once the CITY representative deems the project as satisfactory and completed. In addition, CONTRACTOR shall furnish a Maintenance and Guarantee Bond covering all work under this contract. The guarantee is to cover a period of one (1) year in an amount at least equal to one-hundred (100%) percent of the contract price subsequent to the date of final payment unless otherwise specified.

Should any surety upon any bond furnished in connection with this Contract become unacceptable to the OWNER, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Engineer, the CONTRACTOR must promptly furnish such additional security as maybe required from time to time by the Engineer to protect the interests of the OWNER or persons supplying labor or materials in the prosecution of the work contemplated by the Contract. The CONTRACTOR shall furnish all the bonds which are required by the Insurance and Bond Requirements. All bonds shall be in the forms prescribed by the Request for Proposal Documents or Insurance and Bond Requirements and be executed by such sureties as are licensed to conduct business in the state where the project is located. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

19. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he has obtained the insurance required under this paragraph, nor shall the CONTRACTOR permit any Subcontractor to commence work on their Subcontract until they have obtained the insurance herein required.

a) Workmen's Compensation Insurance

- i. The CONTRACTOR shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees who engage in the work to be performed; and, in case any such work is sublet, the CONTRACTOR shall require the Subcontractor to provide similar insurance for all of the latter's employees who engage in the work.

b) Contractor's Public Liability and Property Damage Insurance

- i. The CONTRACTOR shall procure and maintain, during the life of this Contract, CONTRACTOR's Public Liability and Property Damage Insurance in the amount of not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in the amount of not less than \$1,000,000.00 on account of each accident; and, in an amount not less than \$1,000,000.00, each accident, for damage to property.

c) Owner's and Contractor's Protective Public Liability and Property Damage Insurance

- i. The CONTRACTOR shall procure and maintain during the life of this Contract, OWNER's and CONTRACTOR's Protective Public Liability and Property Damage Insurance, in the name of the CITY, in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property. Such insurance shall include motor vehicle exposure and specific coverage by endorsement, which shall be described in the following manner:
"It is hereby understood and agreed that such insurance as is afforded shall include specific coverage for the so-called Explosion, Collapse and Underground Hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structures arising from operations under this Contract, including excavation or tunneling and damage sustained by wires, conduits, mains, sewers, and the like, occasioned by the CONTRACTOR's sub-surface operations."

d) Subcontractor's Public Liability and Property Damage Insurance

- i. The CONTRACTOR shall require each of his Subcontractors to procure and maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.
- ii. The CONTRACTOR shall require each of his Subcontractors to procure and maintain during the life of their subcontract, OWNER's and CONTRACTOR's Protective Public Liability and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.

e) Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance

- i. The CONTRACTOR shall procure and maintain during the life of this Contract, Motor Vehicle Bodily Injury Insurance (Comprehensive Form) in an amount not less than

\$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of each accident; and in an amount not less than \$1,000,000.00, each accident for damage to property.

- ii. The CONTRACTOR shall procure and maintain, during the life of this Contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000.00 for each accident; and in an amount not less than \$1,000,000.00, each accident, for damage to property.

f) Professional Liability (Errors & Omissions)

- i. CONTRACTOR shall maintain in force for the duration of this Contract errors and omissions liability insurance appropriate to the CONTRACTOR'S profession.
- ii. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per claim.
- iii. Professional liability insurance may not exclude:
 - 1) bodily injury
 - 2) property damage
 - 3) testing, monitoring, measuring operations, or laboratory analyses
 - 4) Professional liability insurance shall be written by an insurer acceptable to the CITY.
- iv. If professional liability insurance is written on a claims-made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of 3 years beginning from the time that work under the contract is completed.

g) PROOF OF INSURANCE – FORM 1304-A City of Livonia Projects

- i. The City and OHM Advisors shall be additional insured parties under the Contractor's General Commercial insurance policy. The Contractor shall provide the City, at the time this Contract is returned by him for execution, the certificates and policy listed below. The City's and OHM Advisor's additional insured status and a guarantee that thirty (30) days notice will be given to the City prior to cancellation of, or change in, any insurance coverage shall be endorsed on each certificate and policy:
 - 1) Four (4) copies of Certificate of Coverage of Contractor's Workmen's Compensation Insurance.
 - 2) Four (4) copies of Certificate of Coverage of Contractor's Public Liability and Property Damage Insurance.
 - 3) Four (4) copies of Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.
 - 4) Four (4) copies of Owner's and Contractor's Protective Public Liability and Property Damage Insurance Policy.

20. WAGE REQUIREMENTS

This is a non-prevailing wage contract and does not require CONTRACTORS to follow prevailing wage law. The successful respondent must comply with all applicable local, state, and federal labor requirements and provide documentary proof of compliance when requested.

21. PERMITS, SURVEYS, AND COMPLIANCE WITH LAWS

The CONTRACTOR shall secure and pay for all permits, fees and licenses (including such fees that may be assigned to the City of Livonia as permit holder) necessary for performance of the work unless otherwise specifically provided in the Contract Documents. The CITY shall furnish all surveys unless otherwise provided in like manner. The CONTRACTOR shall give all notices, pay all fees, and comply with all applicable laws, as well as rules and regulations bearing on the conduct of the work.

22. EASEMENTS

CONTRACTOR shall prepare documents to obtain construction (temporary easements) or permanent easement(s). The CITY shall reimburse all necessary and verified City of Livonia Assessment Department fees to the successful proposer.

23. WORK AREA

The CONTRACTOR shall be alert to the fact that his/her work areas are very visible to the public. The work shall be organized to reduce the number of work days to a minimum. Also, the CONTRACTOR shall keep his/her work area as clean as practical at all times. The CONTRACTOR shall confine his equipment, apparatus, materials storage and operations to limits indicated by applicable laws, permits or directions of the CITY and shall not necessarily encumber the premises with his materials. Should the CONTRACTOR require space on privately owned property; he shall obtain such space at his own expense by agreement with the owner thereof. The CITY will require a copy of a signed waiver from property owner for use of the privately owned site.

24. USE OF THE SITE

In his or her operations, the CONTRACTOR shall interfere as little as possible with traffic and shall in no case unduly obstruct traveled ways. The CONTRACTOR shall at no time interfere with surface or underground drainage. Free access shall be provided at all times to hydrants and water and gas valves. The CONTRACTOR shall enforce the CITY's instructions regarding signs, advertisements, fires and smoke.

25. CHANGES IN THE WORK

The CITY reserves the right to increase, decrease, or eliminate proposed items of work. The decision to change the work will be made by the CITY and will depend upon the availability of funds.

26. QUALIFICATIONS PACKAGE

Submitting firms shall provide qualifications indicating competency to perform the proposed project. Submittals shall include the following at a minimum:

- a) A brief company history – limit one page.
- b) Name, address, telephone number, and E-mail address for the primary firm contact person proposed for this project.
- c) Location of primary office proposed for this work.
- d) Years company has offered Supervisory Control and Data Acquisition (SCADA) programming services.
- e) Years company has offered Programmable Logic Controller (PLC) programming services.
- f) If proposing to host cloud-based services, demonstrate capability.
 - i. Years of operation of hosting site and backup site

- ii. List of clients currently hosted
 - iii. List 2 references for SCADA hosting
 - iv. A discussion of the security and redundancy of host data center and backup data center, Limit one page
 - v. Cost of hosting in current calendar year and any applicable maximum annual fee increases (in percent) for calendar years 2023 and 2024
- g) Qualifications of key personnel who may be performing work on this project. Include education, experience, training, certifications, licenses, awards, and any other pertinent information, limited to two pages per person.
- h) Five water or wastewater client references with contacts for SCADA and PLC programming with contacts. The list shall include firm/agency's name, contact name, project title, address, and phone number.
- i) Indicate SCADA software proposed for project (brand and version). Provide alternative SCADA software options if available.
- j) Indicate PLC manufacturer proposed for project. Provide alternative PLC manufacturer options if available.
- k) Statement of billing rate fees for programmers and other positions that would be used in the proposed project for calendar year 2023 and any applicable maximum annual fee increase (in percent) for calendar year 2024. Include billing rates for scheduled work and emergency work.

27. PROPOSAL FORMAT

Proposals will be scored out of 100 points. The following documents must be submitted to the CITY for consideration. Any incomplete submissions will not be considered.

- a) Qualifications Package and Experience - 35 points
 - i. See "Qualifications Package" described in this document.
 - ii. Past Involvement with Similar Projects - the written proposal must include a list of specific experience in the project area and indicate proven ability to complete a successful project of this scope. The proposal must also indicate proven ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost are to be included in this section.
- b) Proposed Work Plan – 35 points
 - i. The Proposed Work Plan, at a minimum, shall address:
 - 1) Staffing and personnel
 - 2) Communication and coordination
 - 3) Compatibility with the CITY's standards and objectives
 - 4) Working relationship between Engineer and CITY staff
 - 5) Information which will assist the CITY in determining the CONTRACTOR's capability of performing the work
 - 6) Detailed timeline of the design and implementation of the project
- c) Proposal Forms (Cost Proposal) – 30 points
 - i. The Proposal Forms provided in Appendix A shall be used to propose fees. CONTRACTORS shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. Rates shall include travel expenses. Travel expenses shall not be billed as direct expenses.
- d) List of all subcontractors for the project
- e) Bid security in the form of certified check or bid bond

- f) Authorized Negotiator
 - i. Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the CITY.
- g) Acceptance of Conditions

28. EVALUATION CRITERIA

- a) A selection committee comprised of CITY staff and Consulting Engineer will complete the evaluation.
- b) The selection committee will evaluate each proposal by the point system (shown in the "Proposal Format") to select a short-list of firms for further consideration. The CITY reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the consultants.
- c) The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan, and fee proposal.
- d) The interview must include the project team members expected to complete a majority of the work on the project, but no more than four (4) members total. The interview shall consist of a presentation of up to thirty (30) minutes (or the length provided by the committee) by the consultant, including the person who will be the project manager on this Contract, followed by approximately thirty (30) minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
- e) The firms interviewed will then be re-evaluated by the above criteria, and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a Contract by the CITY, if suitable proposals are received.
- f) The CITY reserves the right to waive the interview process and evaluate the consultants based on their proposals and fee schedules alone. The CITY will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, or a portion of the scope, or a revised scope. Any proposal that does not conform fully to these instructions may be rejected.

29. GENERAL INFORMATION

- a) All invoices shall be sent to:
Department of Public Works
12973 Farmington Rd
Livonia, MI 48150
C/O Jacob Rushlow, Assistant Director of Public Works
- b) Please submit a fee schedule, if applicable.

30. SCHEDULE

- a) A timeline for project completion (e.g. Gantt chart) must be included in the proposal package.
- b) Project will be deemed completed once system is running without any issues.
- c) Anticipated dates for phase one work

i.	Pre-Proposal Meeting	February 14, 2023
ii.	RFIs Due	February 24, 2023
iii.	Final Addendum (if needed)	February 28, 2023
iv.	Proposal Due	March 14, 2023
v.	Anticipated Interview Top Two Proposers	April 11, 2023
vi.	Anticipated Contract Award	May 9, 2023
vii.	Anticipated Notice to Proceed	May 23, 2023

31. APPENDICES

Appendices included with the Request for Proposal

- a) Appendix A – Owner’s Project Criteria
- b) Appendix B – Phase I Structures – Preliminary Drawings and Table
- c) Appendix C – Phase II & III Structures –Table
- d) Appendix D – Standard Details for Minimum Requirements
- e) Appendix E – Agreements

32. FIRM PRICE GUARANTEE

Price will cover the cost of the scope of the project and will not be subject to increase unless a required and agreed upon Change Order is executed by the CITY and CONTRACTOR. The project delivery method is a Fixed-Price Design Build

33. PROVISIONARY ALLOWANCE

An amount included within the Contract Price to reimburse the CONTRACTOR for the cost to furnish and perform work that is uncertain because, for example, it is indeterminate in scope and may not be shown or detailed in the Contract Documents.

34. WARRANTY

Deliver manufacturer’s warranty documents for equipment furnished and installed during the project. Warranty shall be for one year after final completion of all work. CONTRACTOR is responsible for procuring and maintaining, during the duration of the Agreement, including any guarantee or warranty period. CONTRACTOR’s warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the work in a commercially reasonable manner. Deficiencies in the work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty work to be corrected by CONTRACTOR.

35. CONTRACT TERMINATION

The City of Livonia reserves the right, upon thirty (30) days written notice, to terminate this Contract for failure of vendor to comply with terms and conditions set forth herein. Nonperformance on the part of the vendor shall constitute breach of Contract and shall nullify any and all contractual obligations between the seller and the purchaser.

Appendix A:

Owner's Project Criteria

APPENDIX A
FOR CONTRACT AWARD AMMENDMENT

REVISION 06/23/2023

OWNER'S PROJECT CRITERIA

City of Livonia Water & Sewer Department
Phase 1 SCADA System Design-Build Services

1. INTRODUCTION

This Contract is for a fixed price design and build for a new Supervisory Control and Data Acquisition (SCADA) system and all associated instrumentation and electrical work necessary to monitor several structures throughout the City of Livonia Water & Sewer Department's (CITY or OWNER) water and wastewater systems. Specific locations of structures are listed in Table 1 below. This project includes Phase 1 locations as listed in Table 1. *The provided SCADA system must include capacity for future planned phases 2 & 3. Refer to Appendix C for phases 2 & 3 structure locations.*

Table 1 – Phase 1 Water & Sewer Structures	
PRV-1	27725 Eight Mile
PRV-2	20595 Middlebelt
PRV-3	20694 Merriman Rd
PRV-6	37373 Seven Mile
PRV-7	15644 Penn Ct
PRV-12	37328 Kingsburn Ct
CV-01	33409 Norfolk St
WVAL-05823	31705 W Seven Mile Rd
WVAL-02406	34036 Glendale St.
WVAL-04842	34899 Plymouth Rd
WVAL-06873	31715 Eight Mile
Fire Station 6	37876 Plymouth Rd
Pump Station Wayne	16050 Wayne Rd

2. BACKGROUND

There is no existing SCADA system to monitor or control any field structures for the CITY's water or wastewater systems. There are thirteen (13) structures, listed in Table 1, the CITY wishes to monitor. Six (6) locations do not currently have any electrical service on site. The **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** will be required to coordinate with the local utility provider or implement stand-alone solar power systems to power proposed SCADA equipment. Refer to Appendix B for site details including electrical service status, existing equipment, proposed equipment, and required signals and alarms for each location.

3. BID FORMS

MOTOR CITY ELECTRIC TECHNOLOGIES INC. will complete the work in accordance with the Contract Documents and Scope of Services for the following bid prices, **as bid**. Final payment will be based on actual quantities completed. *Please note Phase 1 bid prices may be extended to Phases 2 & 3 of the project, provided the OWNER and **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** agree to complete future work at those prices.*

The Bid Schedule includes the major work to be completed during Phase 1 of this project. Bid Schedule prices shall exclude the telemetry design and installation for the project at this time.

BID SCHEDULE			
Number	Item	Description of Work	Bid Price \$
1	SCADA system (bid on one or both approaches, select which one will be used for total bid price)	Locally hosted SCADA system design, procurement, hardware & software installation, start-up, programming, testing, and training staff.	247,127.00
		Cloud hosted SCADA system design, procurement, software installation, start-up, programming, testing, and training staff.	X
2	PRV-1	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	125,327.00
3	PRV-2	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	160,782.00
4	PRV-3	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	117,227.00
5	PRV-6	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	131,901.00
6	PRV-7	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	106,021.00
7	PRV-12	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	105,818.00
8	CV-01	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	129,988.00 (lump sum deduct below)
9	WVAL-02406	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	101,507.00 (lump sum deduct below)

BID SCHEDULE			
Number	Item	Description of Work	Bid Price \$
10	WVAL-04842 (bid on one or both approaches, select which one will be used for total bid price)	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via DTE.	X
		Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via solar and/or micro water turbine power generator.	80,850.00
11	WVAL-05823 (bid on one or both approaches, select which one will be used for total bid price)	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via DTE with electric sump pump.	X
		Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via solar and/or micro water turbine power generator.	95,908.00 (lump sum deduct below)
12	WVAL-06873	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	76,679.00
13	Fire Station 6	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	45,737.00
14	Pump Station Wayne	Design, procure, install, start-up, program, and test all telemetry equipment to meet site requirements.	21,674.00
15	Primary workstation	Procure, install, start-up, and configure the workstation as described in Appendix A.	11,423.00
Total Bid Price \$			1,557,969.00

The Recurring Fees table shall be completed as applicable and include annual pricing for any ongoing subscription fees.

RECURRING FEES			
Number	Item	Description	Annual Amount \$
1	SCADA software subscription (specify the type and amount of licenses included and the annual cost)	<i>SEE ATTACHED SCOPE FROM MOTOR CITY ELECTRIC</i>	8,060.00
2	Cellular subscription (include cost per site and total annual amount)	<i>SEE ATTACHED SCOPE FROM MOTOR CITY ELECTRIC</i>	EXCLUDED FROM CONTRACT

3	SCADA support contract (briefly describe the terms and conditions offered)	SEE ATTACHED SCOPE FROM MOTOR CITY ELECTRIC	EXCLUDED FROM CONTRACT
Total Annual Amount \$			8,060.00

The Provisionary Allowances table shall include allowance amounts for the cost to furnish and perform work that is uncertain and lacks detail in the Contract Documents.

PROVISIONARY ALLOWANCES			
Number	Item	Description	Allowance Amount \$
1	Permit allowance	The type and quantity of permits is currently unknown, please include an allowance amount for the cost to perform potential permitting work for all Phase I sites.	20,000.00 ¹
2	Utility allowance	The equipment requirements and quantity of utility connections is currently unknown, please include an allowance amount for the cost to perform electrical utility connection work for all Phase I sites.	3,000.00 ²
Total Allowance Amount \$			23,000.00

¹ ELECTRICAL AND MECHANICAL PERMITS

² DTE UTILITY SINGLE PHASE CONNECTIONS FEE'S

CONTRACT DEDUCTIONS:

Reduction of (3) Sump Pumps w/dischage ³	\$ (56,523.00)
Reduction of lights and receptacles at (2) vaults ⁴	\$ (8,939.00)
No PE Stamp Needed	\$ (30,000)
Remove redundant Server at separate building	\$ (43,500)

³No Sump Pump will be installed at sites: CV-01, WVAL-02406, and WVAL-05823. Total cost to be discussed based on removal from scope.

⁴No lights or receptacles to be installed at sites: CV-01, WVAL-02406.,

CONTRACT ADDITION:

PLC & Modem at 8 Mile PRV Location (See attached Proposal)	\$ 15,984
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Summary of all costs per EXHIBIT 1 PRICING CLARIFICATION

4. SCOPE OF SERVICES

The **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall furnish all labor, materials, equipment, transportation, fees, and permits as required to design, build, and start-up a new SCADA system for the CITY. The new SCADA system shall maintain all current system capabilities and provide several new functions. The following is a list of the required activities for phase I sites:

- Provide electrical and control engineering design services to produce drawings, calculations, and other design documents required for construction, permitting, maintenance, and future expansion
- Conduct all permitting activities including the development of a permit activity schedule and obtain each permit required to design and construct these improvements.
- Procure all parts and equipment required to construct the facilities.
- Construct and install facilities and equipment approved by permitting agencies and/or the CITY.
- Program and configure instrumentation, controllers, telemetry, and SCADA software.
- Perform system start-up and commissioning.
- Restore affected areas to pre-construction condition.
- Prepare record documents, equipment manual, and O&M manual.
- Provide training services on site installations and SCADA operations.
- Provide original program back up for each PLC.

5. OWNER RESPONSIBILITIES

The OWNER will cooperate with the **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** and perform its responsibilities in a timely manner to facilitate the **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** 's performance of services. OWNER's responsibilities include:

- Confirm selection of Software Vendor and SCADA software package.
- Review submissions and provide comments to Design-Builder in a timely manner.
- Furnish existing studies and data and information regarding the project as needed.
- Provide access to the project sites.
- Provide project funding in a timely manner.
- Provide reasonable assistance to the **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** in obtaining required permits.
- Provide necessary data and inputs for project startup and performance testing.
- Reimburse all charges associated with providing permanent utility services to the project (via contract allowance).
- Reimburse all necessary and verified Livonia Building Department and Wayne County permit fees to the successful bidder (via contract allowance).

6. CONTRACTOR (MOTOR CITY ELECTRIC TECHNOLOGIES INC.) RESPONSIBILITIES

The **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** will cooperate with the OWNER (and OWNER's Advisor, as applicable), and will provide in a timely manner the design-build services necessary to

complete the Project scope specified in the CONTRACT, appendices, attachments, and any Addenda issued thereto. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** 's responsibilities include:

- Adherence to project site specific health and safety requirements.
- Maintain site security.
- Implement quality management plan including site reports and testing.
- Attend project meetings (kick-off, design review, construction, close-out).
- Coordination with CITY staff and OWNER's Advisor.
- Coordination with Utilities to provide electrical services to sites.
- Coordination with Utilities to perform locates and ensure other infrastructure is protected
- Develop a total project schedule with milestone dates between the design phase and the construction phase.
- Provide monthly invoices, updates to project schedule, update to project life-cycle costs, and inform OWNER of any changes in schedule or costs resulting from change orders.
- ~~Prepare design and construction documents signed & sealed by a Michigan PE.~~
- Submit design and construction documents for review at 60% completion. These reviews will be coordinated with the OWNER and the OWNER's Advisor.
- Prepare brief information memorandums for SCADA selection basis.
- Respond to any OWNER or OWNER's Advisor requests for information (RFI) and/or clarifications, etc.
- Prepare all permits required and not provided by the OWNER.
- Existing facilities must be able to maintain compliant operations throughout construction.
- Provide construction management services.
- Furnish and manage all materials, equipment, and construction personnel and sub-contractors for **MOTOR CITY ELECTRIC TECHNOLOGIES INC.**
- Construct all facilities and equipment approved by permitting agencies and the OWNER.
- Perform all equipment, hardware, and software configuration, programming.
- Conduct system start-up and performance testing.
- Provide all requisite bonds and insurance for the construction of the project; possess the requisite license and assure that all sub-contractors for **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** are also appropriately licensed and bonded for the tasks needed to complete the construction phase of the project.
- Warranty all construction and services as required in the contract and warranty administration through the warranty period.
- Prepare Operation & Maintenance manuals.
- Project close-out will include activities needed to complete final completion of the construction phase following the notification of substantial completion.
- Provide sales tax reimbursement documentation.

7. SITE REQUIREMENTS

The following section describes the work requirements at each site, it is not a comprehensive list of all the tasks and materials required. The waste management is the responsibility of the **MOTOR CITY**

ELECTRIC TECHNOLOGIES INC. . The City will dewater the interior of each vault or manhole once, as required. Additional dewatering is the responsibility of the **MOTOR CITY ELECTRIC TECHNOLOGIES INC.**

Sheet 1. Cover sheet (n/a)

Sheet 2. PRV-1 – 8 Mile & Grand River

- a. Install two (2) pressure transducers and two (2) tees at existing corporation stops
- b. replace one (1) sump pump and discharge piping
- c. Install one (1) dehumidifier
- d. Install one (1) high level float switch (flood)
- e. Repair existing lighting or install new lights; meet minimum code/NEC requirements for working areas.
- f. Wire position transmitter from PRV and install conduit (Note: Position transmitter will be provided and installed by owner)
- g. Coordinate with GLWA to obtain signal from flow meter. GLWA will allow connection to pulse totalizer output signal. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** to provide conduit and wires from Livonia SCADA panel to GLWA flow meter transmitter located in GLWA enclosure. Convert totalizer signal to flow rate.
- h. Install above ground electrical meter, disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack
- i. Install conduits as needed between DTE tie-in, panel rack, and vault
- j. Coordinate electrical tie-in with DTE
- k. Coordinate equipment location with proper jurisdictions
- l. Integrate site into SCADA

Sheet 3. PRV-2 – 8 Mile & Middlebelt

- a. install CLA-VAL XP2F flow metering and data acquisition package including pressure transducers and position transmitter.
- b. Replace gauges
- c. Install one (1) high level float switch (flood)
- d. Install one (1) sump pump and discharge pipe direct to storm sewer with above ground air gap
- e. Install conduit and wire to GLWA control box to connect to GLWA flow meter totalizer. Coordinate with GLWA for final connections
- f. Replace dehumidifier
- g. Repair existing lighting or install new lights; meet minimum code/NEC requirements for working areas.
- h. Install above ground electrical meter, disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack
- i. Install conduits as needed between DTE tie-in, panel rack, and vault
- j. Coordinate electrical extension and tie-in with DTE
- k. Coordinate equipment location with proper jurisdictions
- l. Integrate site into SCADA

Sheet 4. PRV-3 – Merriman

- a. Install CLA-VAL XP2F flow metering and data acquisition package including pressure transducer and position transmitter.
- b. Replace gauges
- c. Install one (1) high level float switch (flood)
- d. Remove and replace one (1) existing sump pump and install discharge pipe direct to storm sewer with above ground air gap
- e. Remove and replace existing dehumidifier
- f. Install above ground electrical disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack
- g. Install conduits as needed between DTE tie-in, panel rack, and vault
- h. Coordinate equipment location with proper jurisdictions
- i. Integrate site into SCADA

Sheet 5. PRV-6 – 7 Mile & Newburgh

- a. Install two (2) pressure transducers at PRV
- b. Install one (1) position transmitter at PRV
- c. Install one (1) high level float switch (flood)
- d. Remove and replace one (1) existing sump pump and connect to discharge pipe
- e. Install one (1) dehumidifier
- f. Install new lighting, meet minimum code/NEC requirements for working areas.
- g. Install above ground disconnect switch, distribution panel (replace existing), control panel, telemetry equipment, and panel rack
- h. Install conduits as needed between DTE tie-in, panel rack, and vault
- i. Coordinate equipment location with proper jurisdictions
- j. Integrate site into SCADA

Sheet 6. PRV-7 – Penn Court

- a. Install CLA-VAL XP2F flow metering and data acquisition package including pressure transducers and position transmitter.
- b. Install one (1) high level float switch (flood)
- c. Remove and replace one (1) existing sump pump and connect to discharge pipe
- d. Install one (1) dehumidifier
- e. Install new lighting, meet minimum code NEC requirements for working areas.
- f. Relocate or replace electrical meter to meet NEC requirements
- g. Install above ground disconnect switch, distribution panel (replace existing), control panel, telemetry equipment, and panel rack
- h. Install conduits as needed between DTE tie-in, panel rack, and vault
- i. Coordinate electrical meter relocation/tie-in with DTE
- j. Coordinate equipment location with proper jurisdictions
- k. Integrate site into SCADA

Sheet 7. PRV-12 – Newburgh South of 7 Mile

- a. install CLA-VAL XP2F flow metering and data acquisition package including pressure transducers and position transmitter.
- b. install one (1) sump pump and discharge pipe. Sump pump to discharge to grassy area in R.O.W. away from vault.
- a. Install one (1) high level float switch (flood)
- b. Install one (1) dehumidifier
- c. Install new lighting, meet minimum code NEC requirements for working areas.
- d. Install above ground control panel, telemetry equipment, and panel rack (Note: Electrical meter, disconnect switch, and service panel already in place)
- e. Install conduits as needed between DTE tie-in, panel rack, and vault
- f. Coordinate equipment location with proper jurisdictions
- g. Integrate site into SCADA

Sheet 8. CV-01 – Norfolk & Farmington – Proposed to be solar powered. *For solar powered sites, there will NOT be: water powered sump pumps, outlets, and lighting. All switches and transducers installed in these vaults must be submersible rated.*

- a. Install one (1) circuit setter device
- b. Install two (2) pressure transducers
- c. Install one (1) limit switch on the valve swing arm
- ~~d. Install one (1) sump pump and discharge piping. Sump pump discharge to storm sewer with air gap.~~
- e. Install above ground electrical meter, disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack. Install all equipment necessary for a completely functioning solar powered system.
- f. Install conduits as needed between DTE tie-in, panel rack and vault
- ~~g. Coordinate electrical extension and tie in with DTE~~
- h. Coordinate equipment location with proper jurisdictions
- i. Integrate site into SCADA

Sheet 9. WVAL-02406 – Glendale & Stark – Proposed to be solar powered. *For solar powered sites, there will NOT be: water powered sump pumps, outlets, and lighting. All switches and transducers installed in these vaults must be submersible rated.*

- a. Install two (2) pressure transducers
- b. Install one (1) limit switch on the valve swing arm
- ~~c. Install one (1) sump pump and discharge piping. Sump pump to discharge to storm sewer with air gap~~
- d. Install above ground electrical meter, disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack; Install all equipment necessary for a completely functioning solar powered system.
- e. Install conduits as needed between DTE tie-in, panel rack and vault
- ~~f. Coordinate electrical extension and tie in with DTE~~
- g. Coordinate equipment location with proper jurisdictions
- ~~h. Install two (2) receptacles~~

- ~~i. Install new lighting, meet minimum code NEC requirements for working areas.~~
- j. Integrate site into SCADA

Sheet 10. WVAL-04842 – Wayne & Plymouth – Proposed to be solar powered. *For solar powered sites, there will NOT be: water powered sump pumps, outlets, and lighting. All switches and transducers installed in these vaults must be submersible rated.*

- a. Install two (2) pressure transducers. Device and wire to be rated for continuous submergence
- b. Install one (1) limit switch on the valve swing arm. Device and wire to be rated for continuous submergence
- c. Install above ground electrical meter, disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack. Install all equipment necessary for a completely functioning solar powered system.
- d. Install conduits as needed between DTE tie-in, panel rack and vault
- ~~e. Coordinate electrical extension and tie-in with DTE~~
- f. Coordinate equipment location with proper jurisdictions
- g. Integrate site into SCADA
- ~~h. ALTERNATE: City may consider solar cells and/or micro water turbine power generator on a bypass line as alternative power option for this site.~~

Sheet 11. WVAL-05823 – 7 Mile & Canterbury – Proposed to be solar powered. *For all solar powered sites: there will NOT be: water powered sump pumps, outlets, and lighting. All switches and transducers installed in these vaults must be submersible rated.*

- a. Install two (2) pressure transducers
- b. Install one (1) limit switch on the valve swing arm
- ~~c. Install one (1) sump pump and discharge piping. Sump pump discharge to storm sewer with air gap. Install new lighting and one (1) electrical receptacle, meet minimum code NEC requirements for working areas. In case of a non DTE power source, this will not be required.~~
- d. Install above ground electrical meter, disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack
- e. Install conduits as needed between DTE tie-in, panel rack and vault;
- ~~f. Coordinate electrical extension and tie-in with DTE;~~
- g. Coordinate equipment location with proper jurisdictions.
- h. Integrate site into SCADA
- ~~i. ALTERNATE: City may consider solar cells and/or micro water turbine power generator on a bypass line as alternative power option for this site. A water powered sump pump would be required.~~

Sheet 12. WVAL-06873 – 8 Mile & Osamus - Proposed to be solar powered. *For solar powered sites, there will NOT be: water powered sump pumps, outlets, and lighting. All switches and transducers installed in these vaults must be submersible rated.*

- a. Install two (2) pressure transducers rated for continuous submersion.

- b. Install above ground electrical meter, disconnect switch, distribution panel, control panel, telemetry equipment, and panel rack
- c. Install conduits as needed between ~~DTE tie-in~~, panel rack and vault
- d. ~~Coordinate electrical extension and tie in with DTE.~~
- e. Coordinate equipment location with proper jurisdictions
- f. Integrate site into SCADA

Sheet 13. FS6 – Fire Station

- a. Demolish existing Telog equipment except the phone line to remain
- b. Replace and install one (1) pressure transducer and replace signal wiring
- c. Install conduit for signal wiring
- d. Install conduits between control panel and distribution panel
- e. Install control panel and telemetry equipment with wall mount rack
- f. Integrate site into SCADA

Sheet 14. Pump Station Wayne

- a. Install telemetry equipment on existing panel rack
- b. Integrate site into SCADA
- c. Notes:
 - ~~I. Facility is not constructed at time of bidding~~
 - II. Packaged Gorman-Rupp Above Grade Triplex Self-Priming Pump Station will be provided by Dubois Cooper
 - III. Only telemetry and SCADA integration work are needed at this site, all instrumentation, controls, programming, and testing will be completed as part of another project

8. TECHNICAL SPECIFICATIONS

8.1. Telemetry & Communications

- a. Cellular telemetry is the preferred communication method and proposals should be based on implementing a cellular network. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** bid price shall include design & construction fees (Bid Schedule Form) and subscription fees (Recurring Fees form) for a cellular-based communication system.
- b. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** is responsible for all aspects of the network design and implementation, including determination of cable route, cable installation, location of antenna(s) and termination to suitable patch panels, media converters, testing and setting to work and all associated communications hardware.
- c. All communication system equipment shall be powered by a local Uninterruptible Power Supply (UPS) capable of powering all equipment for a minimum running time of 20 minutes.
- d. All telemetry equipment must be non-proprietary, serviceable, and programmable by more than one company in Michigan. Proposed proprietary hardware/software must be pre-approved a minimum of 10 calendar days prior to bid due date.
- e. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall supply network diagram showing all sites, nodes, addresses, and key system components.

- f. All communication connection must be 4-20mA or HART or otherwise specified.

8.2. SCADA System

- a. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall propose a locally hosted or cloud hosted SCADA system.
 - i. For locally hosted SCADA system, **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall furnish and install required hardware and software for head end including servers, databases, routers, firewalls, modems, radios, antennas, etc. ~~**MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall make system fault tolerant by setting up a redundant pair of servers so that if the primary server fails, the backup server will take over. The primary~~ The server shall be located at Livonia DPW Office. ~~The backup server shall be located at a different building (e.g. Municipal Building), to be determined.~~ **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall furnish and install a UPS for each the server to condition power and provide a backup power source in case of power loss.
 - ii. The City has decided that the scope will NOT include the redundant head ends.
 - iii. A mobile version of SCADA system available for the City. This must be a mobile friendly version of the software (FactoryTalk ViewPoint) and not a mirror of the desktop version. Trending must be available on the mobile version. Mobile version shall be designed for use on tablets.
- b. Primary Workstation
 - i. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** to provide a SCADA system primary workstation located at the Livonia DPW Offices. The location shall be equipped, at a minimum, with a new up to date computer system including CPU, mouse, keyboard, and two 24" monitors for observing the overall system.
 - ii. Workstations shall monitor signals at all remote locations.
 - iii. Workstations shall only be used for monitoring; no supervisory control shall be implemented at this time.
- c. Firewall and Security Requirements
 - i. For locally hosted SCADA system, provide up to date firewall protection for both servers to wall off SCADA networking systems from both the internal corporate network and the Internet. This shall provide at least two layers of firewalls (existing and new) between the SCADA networking systems and the Internet.
 - ii. For cloud hosted SCADA system, communications shall pass through a secure tunnel using Transport Layer Security (TLS) encryption, and a firewall protection shall be enforced for all connections.
 - iii. Multi-factor authentication shall be required for remote access.
- d. The SCADA software must be the newest version of a reputable brand ~~(e.g., Trihedra VT SCADA; Rockwell FactoryTalk and Factory Talk ViewPoint, Aveva Wonderware, Inductive Automation Ignition)~~
- e. Provide SCADA tag list detailing tags by name, description, and location
- f. SCADA system shall be able to provide alarm notifications to multiple rosters of at least 5 contacts.
- g. Alarm notification system shall be able to notify staff via text-to-voice phone calls, SMS text, and emails.

- h. SCADA system should have the ability to poll every 1 minute on PRVs and lift stations, and 5 minutes on check valves. Data should be an average of continuous variable in between transmissions or value of discrete value at moment of transmission.
- i. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall coordinate with CITY as needed to verify selected hardware and software is compatible with existing IT protocols infrastructure.

8.3. Human Machine Interface (HMI)

- a. HMIs are not required at monitoring locations. All data shall be accessible through remote SCADA system **viewable via Tablets.**
- b. Web-based HTML user interface shall be available for remote viewing over the internet, including mobile friendly version **viewable via Tablets.**
- c. The design of the displayed information shall be intuitive in nature and follow a geographic location-based (map) interface for the base monitoring screen.
- d. Screens for individual stations shall be designed to follow the process flow diagrams for each location.
- e. At least 30 users shall be able to simultaneously monitor the SCADA system via the internet.
- f. At least 5 users shall be able to simultaneously edit the SCADA system via the internet.
- g. **MOTOR CITY ELECTRIC TECHNOLOGIES INC.** shall use the ANSI/ISA-101 standard, Human Machine Interfaces for Process Automation Systems to develop the HMI.

8.4. Control Panel

- a. CITY selected Allen Bradley (AB) family of Logix Controllers as their standard Programmable Logic Controller (PLC); however, alternate brands may be proposed by bidder. Replacement parts for any proposed alternate must be readily available from multiple vendors within 60 Miles of the City of Livonia.
- b. Each PLC should be sized to support the required I/O, communication connections, process functionality, data storage, and spare I/O as required by the project.
- c. Input/Output hardware should be specified as follows. Digital input and output modules should be 24-volt dc, unless the I/O wire run is greater than 100 feet in which case the I/O shall be 120vac. Analog input and output modules should be 4-20 mA.
- d. Each I/O module should have minimum 10% spare I/O capacity.
- e. All PLCs shall be powered by 24VDC or 120VAC supplies with local uninterruptible power supply (UPS) and surge protection on all incoming and outgoing signals.
- f. All panel equipment shall be powered by a local UPS capable of powering all system equipment for a minimum running time of 20 minutes.
- g. Should have hot swappable processors and I/O modules.
- h. Industrial control panels shall conform to UL 508A standards and require a UL 508A certification.
- i. Tags should be standardized.
- j. Maintain physical separation of power, control, and instrumentation cables within the panel. Incorporate metal barriers where necessary to separate wiring of different systems and voltage.

8.5. Instruments

- a. Equip field-mounted instruments with local power and signal surge protection devices.
- b. All field-mounted instruments shall meet the minimum requirements specified below. Instruments may have larger performance ranges than specified, provided the base requirements are met and the instrument is appropriately sized.
- c. Position Transmitter
 - i. New position transducers are required to match existing valve manufacturer.
 - 1. Cla-Val
 - a. X117C Valve Position Transmitter
 - b. X117D Valve Position Transmitter
 - 2. Singer
 - a. X156 Linear Inductive Valve Position Transmitter
- d. Pressure Transducers
 - i. Manufacturers
 - 1. SOR 815LS or equivalent for submersible locations
 - 2. ABB
 - 3. Ashcroft
 - 4. Endress and Hauser
 - 5. Honeywell
 - 6. Omega Engineering
 - 7. Rosemount
 - ii. Display: none required
 - iii. Range: 0-150 psi
 - iv. Ambient temperature: -20 to +140 dgF
 - v. Accuracy: +/- 1.00% or less
 - vi. Material: Stainless Steel (appropriate grade for water chemistry)
 - vii. Power supply: 120VAC or 24VDC
 - viii. Enclosure: IP 66/67, NEMA 4X/6
 - ix. Two valve manifold with bleed
 - x. Rating: UL listed
- e. Limit Switch
 - i. Manufacturers
 - 1. Honeywell
 - 2. Omron
 - 3. Schneider Electric
 - ii. Contact types: minimum 1 Normally Open (NO) and 1 Normally Closed (NC)
 - iii. Ambient temperature: -20 to +140 dgF
 - iv. Power supply: 120VAC or 24VDC
 - v. Degree of Protection: IP 66/67, NEMA 4X/6
 - vi. Rating: UL listed
- f. Float Level switch
 - i. Manufacturers
 - 1. Endress Hauser
 - 2. Gems

- 3. Innovative Components
 - 4. Omega Engineering
 - ii. Contact types: minimum 1 Normally Open (NO) and 1 Normally Closed (NC)
 - iii. Pressure maximum: 50 psi
 - iv. Ambient temperature: -20 to +140 dgF
 - v. Material: appropriate grade for water chemistry
 - vi. Minimum liquid specific gravity: .90 or less
 - vii. Power supply: 120VAC or 24VDC
 - viii. Degree of Protection: IP 67, NEMA 6
 - ix. Rating: UL listed
 - g. Solar power equipment
 - i. Any equipment power by a solar energy required to have an alarm for when there is no communication for more than 24h
- 8.6. Vault Appurtenances
- h. Sump Pump
 - i. Install with isolation valve, check valve, and discharge piping
 - ii. Coordinate sump discharge location with proper jurisdictions. Sump discharges that are connected to stormwater structures must have above ground “Sump Pump Air Break” located in a protected area away from the vault door. Sump discharge line shall be sloped to protect from freezing. Sump pump will NOT be allowed to be water powered at solar powered locations. This is a change from the original requirements.
 - iii. Type: suitable for pumping non-potable water
 - iv. Manufacturers
 - 1. Flygt (Xylem)
 - 2. Goulds (Xylem)
 - 3. Liberty Pumps
 - 4. Zoeller Pump Company
 - v. Minimum flow rate at required discharge head: 5 gpm
 - vi. Power supply: 120VAC
 - i. Dehumidifier
 - i. Discharge: drain line routed to the sump pump
 - ii. Mount to wall or on floor stand at least 2’ above floor.
 - iii. Manufacturers
 - 1. Dayton
 - 2. Dri-Eaz
 - 3. XPower
 - iv. Minimum capacity: 30 pints/day
 - v. Power supply: 120VAC
- 8.7. Phase I Structures (Table 1)
- j. Provide new instrumentation, where required, and connect to SCADA system.

- k. Existing enclosures and control panels to remain unless otherwise scheduled for demolition. Additional panels may be added as required. Refer to Appendix D for minimum design requirements.
- l. Provide and configure new communications equipment to connect each site to SCADA system as described in this document.
- m. Provide and program new RTUs/PLCs as necessary.
- n. Connect all signals to RTUs/PLCs as detailed in Appendix B and C.
- o. Provide all electrical equipment (relays, wiring, circuit breakers, fuses, surge protection, power supplies, transformers, etc.) necessary to capture existing and proposed signals.
- p. OWNER will perform all corporation stop installations on pipelines.
- q. Equipment Access
 - i. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance.
- r. Materials and Components
 - i. Install level, plumb, and parallel and perpendicular to other building systems and components, unless otherwise indicated.
- s. Vault or Manhole Penetrations
 - i. Where penetration of the vault or manhole are required for piping, conduit, or ducts, such penetrations shall be accommodated through core-drilled sections.
 - ii. Openings for penetrations shall be smooth and free of surface irregularities and without exposed steel reinforcing.
 - iii. In exterior wall openings below grade, use a modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the uninsulated conduit or pipe and the cored opening or water-stop type wall sleeve.

8.8. Power System Design Requirements

- a. The electrical power distribution system shall have all necessary components for proper system operation and to meet all applicable codes.
- a. All equipment, devices, materials, and fixtures shall be new and conform to the standards of the following, where such standards (latest version available) are applicable:
 - iv. National Electrical Manufacturers Association (NEMA)
 - 1. AB1 – Molded Case Circuit Breakers
 - 2. KS 1 – Enclosed Switches
 - 3. PB 1 – Panelboards
 - 4. RN-1 – Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Steel Conduit.
 - 5. SSL 1 – Electronic Drivers for LED Devices, Arrays or Systems
 - 6. TC2 – Electrical Polyvinyl Chloride (PVC) Conduit.
 - 7. TC3 – Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing.
 - 8. 250 – Enclosures for Electrical Equipment
 - v. Underwriters' Laboratories, Inc. (UL)

1. 1 – Standard for Flexible Metal Conduit.
 2. 6 – Standard for Electrical Rigid Metal Conduit - Steel.
 3. 6A – Standard for Electrical Rigid Metal Conduit - Aluminum, Red Brass, and Stainless Steel.
 4. 20 – General Use Snap Switches
 5. 50 – Enclosures for Electrical Equipment.
 6. 98 – Enclosed and Dead-Front Switches.
 7. 360 – Standard for Liquid tight Flexible Steel Conduit.
 8. 467 – Ground and Bonding Equipment
 9. 498 – Attachment Plugs and Receptacles
 10. 508 – Standard for Industrial Control Equipment
 11. 651 – Standard for Schedule 40 and 80 Rigid PVC Conduit and Fittings.
 12. 943 – Ground-Fault Circuit-Interrupters.
 13. 1449 – Standard for Surge Protective Devices.
- vi. Institute of Electrical and Electronics Engineers (IEEE)
1. 81 – Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System.
 2. 446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.
- vii. American National Standards Institute (ANSI)
1. C2 – National Electric Safety Code (NESC)
 2. C62.41.1 – Guide on the Surge Environment in Low-Voltage AC Power Circuits.
 3. C62.41.2 – Recommended Practice on Surge Voltages in Low-Voltage AC Power
 4. C80.1 – Electrical Rigid Steel Conduit.
 5. C80.5 – Electrical Rigid Aluminum Conduit.
 6. C80.6 – Electrical Intermediate Metal Conduit.
- viii. National Fire Protection Association (NFPA)
1. 70 – National Electric Code (NEC)
 2. 110 – Emergency and Standby Power Systems
 3. 820 – Standard for Fire Protection in wastewater Treatment and Collection Facilities

8.9. Cables, Conduits, & Raceways

- a. All conductors shall be copper.
- b. All power wires shall be solid type. All other conductors shall be stranded.
- c. #12 AWG minimum conductor size for power and lighting wiring.
- d. #14 AWG minimum for control.
- e. #16 AWG minimum for signal wiring.
- f. Insulation for service entrance and all underground conductors shall be XHHW, and THWN-2 for all other conductors.
- g. All exposed conduits shall be aluminum or PVC coated Rigid Galvanized Steel.
- h. Conduits inside the buildings in non-process rooms shall be Rigid Galvanized Steel.

- i. All underground conduits shall be PVC Schedule 40 except for the service entrance underground conduits which shall be PVC Schedule 80
 - j. Signal, data, network, and communications conduits shall be separated from AC power and control circuits. The separation shall be 12 inches for metallic conduits and 24 inches for nonmetallic conduits.
 - k. Underground conduits and conduit banks shall have 2 feet minimum earth cover.
 - l. To prevent physical damage to the raceway or cable, protection shall be provided in the form of bedding (granular or selected material).
 - m. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
 - n. Splice only in junction or outlet boxes.
 - o. Neatly train and lace wiring inside boxes, equipment, and panelboards.
 - p. Support installation
 - i. Support parallel runs of horizontal raceways together on trapeze- or bracket-type hangers.
 - ii. Size supports for multiple raceway or cable runs so capacity can be increased by a 25 percent minimum in the future.
- 8.10. Grounding System Criteria
- a. The grounding system shall be designed and provided to meet the requirements of the NEC and UL467. The grounding systems shall consist of a #4 AWG copper grounding conductor, two 8" grounding rods, and a #8 AWG copper grounding conductor to connect the rods (see Appendix D for Standard Detail).
 - b. The system shall be designed to provide a ground resistance of no more than 10 ohms.
 - c. All feeders and branch circuits shall include a green insulated equipment grounding conductor bonded to metal non-current carrying parts of equipment and raceway systems.
- 8.11. Lighting
- a. Environmental Conditions Range
 - i. Temperature: 32 – 104 deg F (0 – 40 deg C)
 - ii. Relative Humidity: 10 – 90 percent, noncondensing
 - b. Wall Switches
 - i. General: Heavy duty use toggle switch, rated 20 amperes and 120/277 volts AC. Switches shall be UL20 Listed. All switches shall be heavy duty Specification Grade.
 - ii. Handle: Ivory made of nylon or high impact resistant material.
 - iii. All switches on emergency circuits shall have a red handle with matching red cover plate.
 - iv. Wall Switches for Lighting Circuits and Motor Loads Under 1/2 HP: All switches shall be back and side wired, screw clamp type, suitable for solid wire up to #12 AWG, with separate green ground screw.
 - c. Light Emitting Diode (LED) Luminaires

- i. In general, new installations shall use LED lamps.
- ii. Use of Incandescent Lamps and Incandescent Reflector Lamps are prohibited. Use LED retrofit lamps or LED luminaires in lieu of incandescent or halogen luminaires.
- iii. LED Luminaires shall meet all DesignLights Consortium® (DesignLights.org) Product Qualification Criteria. This does not require that the luminaire be listed on the DesignLights Consortium's® Qualified Products List, but they must meet the Product Qualification Criteria. The technical requirements that the luminaire shall meet for each Application Category are:
 - 1. Minimum Light Output.
 - 2. Zonal Lumen Requirements.
 - 3. Minimum Luminaire Efficacy.
 - 4. Minimum CRI.
 - 5. L70 Lumen Maintenance.
 - 6. Minimum Luminaire Warranty of 5 years (not pro-rated) to include LED driver and all LED components
- d. Fixtures shall be complete with all necessary appurtenances, wiring, lamp holders, lamps, reflectors, glassware, canopies, wall bases, pendants, etc. All pendants and canopies shall be of the type required for the specific lighting fixtures and shall be of the same manufacturer as the lighting fixture. Fixtures shall carry U.L. labels.
- e. Install lighting fixtures in accordance with lighting fixture manufacturer's written instructions and with recognized industry practices, to ensure that fixtures comply with requirements and serve intended purposes. Comply with NEMA standards and requirements of National Electrical Code pertaining to installation of interior lighting fixtures and with applicable portions of NECA's Standard of Installation.
- f. Upon completion of installation of interior lighting fixtures, and after building circuitry has been energized, apply electrical energy to demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units and proceed with retesting.
- g. Protect installed fixtures from damage during construction period.

8.12. Data

- a. Collect and store all tags. All tags shall be logged in a historian that is cloud based or locally hosted.
- b. When project is complete, OWNER shall have ability to MONITOR the system from any internet connected computer, smartphone, or tablets.
- c. All programming files (PLC, HMI, SCADA, etc.) performed for this project are to be the property of OWNER before completion of this project. An electronic copy of all programming files and all required log in and password information (including programming notes and descriptors) are to be submitted to OWNER before completion of project.
- d. All data collected via the SCADA system are to be property of OWNER. OWNER's data must be retained by the cloud host for a minimum of 10 years. If after 10 years

OWNER's data is purged, the firm must provide said data to OWNER at no additional cost.

- e. Transfer ownership of all configuration data, modules, and licenses for "off the shelf" software to the OWNER at project completion.

8.13. Documentation

- a. Documentation detailing all network devices and associated addresses shall be provided to the OWNER in a digital and paper format as part of the O&M manual.
- b. All Drawing and Specification Packages shall be submitted to the OWNER and OWNER's Advisor for review as four (4) printed copies of Drawings (24"x36") and four (4) hard copies of bound 8-1/2" x 11" Specifications, one copy of Drawings and Specifications electronically in Adobe PDF format, and one copy of Drawings in dwg format.

2. Training

- a. At minimum, three (3) Operator Training sessions shall be provided to the CITY staff and videotaped by the **MOTOR CITY ELECTRIC TECHNOLOGIES INC.**, which will be furnished to the CITY as a digital file. Each training session shall be two (2) hours long. There will be three (3) months in between each training session. The operator training will review procedures for the equipment (hardware, software, panels, instruments, etc.) installed during the project. CITY staff shall be allotted time to ask questions concerning equipment operation. All training scheduling will be coordinated with the CITY.

9. ENGINEERING DOCUMENTS REQUIRED

MOTOR CITY ELECTRIC TECHNOLOGIES INC. shall provide the following pre-construction and post-construction documents.

Pre-construction:

Electrical Drawings

- 1. Site plan
- 2. One-Line diagram
- 3. Panel schedule
- 4. Conduit & cable schedule

Instrumentation & Controls Drawings

- 1. SCADA network topology diagram (entire system)
- 2. Control panel and subplate layout diagram with bill of materials
- 3. Power wiring diagram
- 4. I/O wiring diagram

Permitting

- 1. Permits

Post-construction:

Drawings

1. Record electrical drawings
2. Record I&C drawings

Manuals

1. O&M manual on the SCADA system and installed equipment

Lists

1. SCADA tag list detailing tags by name, description, and location

Testing

1. Start-up & commissioning documentation

10. DEFINITIONS

Change Order

A Change Order is a written instrument issued after execution of the Agreement signed by OWNER and **CONTRACTOR** agreeing on the scope of change in the work, the amount of adjustment to the contract price, and the extent of the adjustment in the contract time.

CONTRACTOR

The individual, company, firm, corporation, partnership, or other entity to whom an award is made by the OWNER and will perform the contracted work.

Design-Build

A project delivery system where the design and construction services are contracted by a single entity known as the design–builder or design–build **CONTRACTOR**.

Engineer

OHM Advisors, Inc. (34000 Plymouth Road Livonia, MI 48150).

Human Machine Interface (HMI)

An HMI is a user interface or dashboard that connects a person to a machine, system, or device.

Although HMI is the most common term for this technology, it is sometimes referred to as Man Machine Interface (MMI), Operator Interface Terminal (OIT), Local Operator Interface (LOI), or Operator Terminal (OT). HMI and Graphical User Interface (GUI) are similar but not synonymous: GUIs are often leveraged within HMIs for visualization capabilities.

Master Control Center

A secure room in a facility that provides centralized monitoring and control of system processes. The master control center may house networking & telemetry equipment, servers, databases, and operator workstations.

Node

A node is a connection point within a network that can receive, send, create, and/or store data.

OWNER

City of Livonia Water & Sewer Department (CITY).

Programmable Logic Controller (PLC)

A solid-state control system that has a user-programmable memory for storing instructions for the purpose of implementing specific functions such as I/O control, logic, timing, counting, three mode (PID) control, communication, arithmetic, and data and file processing.

Remote Terminal Unit (RTU)

Special purpose data acquisition and control unit designed to support DCS and SCADA remote stations. RTUs are field devices often equipped with network capabilities, which can include wired and wireless radio interfaces to communicate to the supervisory controller. Sometimes PLCs are implemented as field devices to serve as RTUs; in this case, the PLC is often referred to as an RTU.

Supervisory Control and Data Acquisition (SCADA)

A system of hardware and software elements used for industrial organization to send commands and acquire data for the purpose of monitoring and controlling devices through human-machine interface (HMI) software and record events into a log file.

Telemetry

Data acquisition equipment and technology that allows for the remote recording, transmission, and reporting of information.

Workstation

A computer-based HMI that can provide system monitoring and controls.

Appendix A1:
8 Mile PRV SCADA Proposal



Motor City Electric Technologies Inc.

ISO 9001:2015

9440 Grinnell St.
Detroit, MI 48213-1151
Phone: 313.921.5300
www.mceco.com

May 22, 2023

City of Livonia

Attention: Mrs. Enna Bachelor

Subject: City of Livonia
8 Mile PRV – SCADA Interface
Motor City Electric Technologies Proposal No. 23-0790 8 Mile PRV

Dear Mrs. Bachelor,

Motor City Electric Technologies is pleased to offer our proposal for electrical engineering services, SCADA interface control panel material, control panel fabrication, PLC/SCADA programming, electrical installation services and startup/debug services necessary for the implementation of the SCADA interface for the new 8 Mile PRV for the City of Livonia.

SCOPE OF SERVICES

Motor City Electric Technologies will provide the following:

A. Engineering Services will include:

- New Controls Drawings
- Submittals
- PLC programming
- SCADA programming
- Cellular Modem Provisioning and Programming
- Start-Up/Debug/Commissioning Services
- O&M Manuals
- Final As-built Documentation

B. Our proposal includes furnishing and electrically installing the following:

- DIGI Cellular Modem
- New antenna, connectors, antenna cable
- Allen Bradley PLC Micro820 processor and I/O
- NEMA 4X Stainless Enclosure w/sub-plate
- Circuit Breakers, Terminals, Duct, Wire, Tags
- Relays and Relay Sockets
- Voltage Monitoring Relay
- Power Supply with Battery Back-up

*NOTE: The SCADA PLC control panel will be mounted above grade on the new service rack and will tie into the CLA VAL display/interface panel that is being provided by Rotor Electric under a separate contract. The new SCADA PLC panel will pick up the necessary signals from

Complete Electrical Construction

the CLA VAL and pressure transducers from the CLA VAL display/interface panel so this site can be monitored via the new City of Livonia SCADA system.

PRICING

Total "price for the above-mentioned material and services will be Fifteen Thousand Nine Hundred Eighty-Four and 00/100 (**\$15,984.00**) Dollars.

SCHEDULE

In accordance with the above, it is Motor City Electric Technologies' intention to begin work on this project immediately upon receipt of order and complete all work within a mutually agreed upon time frame.

TERMS AND CONDITIONS

1. All prices shall remain in effect subject to your acceptance for 30 days.
2. Our terms of payment are thirty (30) days net from date of invoice. We will invoice the last working day of each month for all engineering performed that month.
3. Our controls price does not include the following:
 - Mechanical Installation
 - Spare Parts
 - CLA Val, Pressure Transducers or any field devices.
 - Start up services for the CLA Val and Pressure Transducers is to be by others.
4. Motor City Electric Technologies will not be responsible for correctness or accuracy of any information supplied by others or the subsequent errors resulting from such incorrect information.
5. We will use our best judgment and accepted design practices in the development of our engineering and drafting, and thereby limit responsibility solely to the correction of errors and/or omission in the documents, drawings and panel fabrication to provide a workable system.
6. Motor City Electric Technologies will not be held liable for any schedule delays due to drawing approval delays and/or errors or omissions of others. Control panel fabrication will begin only after approved design drawings have been returned to Motor City Electric Technologies.
7. Back charges for any field additions, deletions, modifications or "corrections" authorized and implemented without our knowledge and consent will not be accepted.

Thank you for the opportunity to quote these services. We look forward to working with you on this project. Should you have any questions regarding our proposal, please do not hesitate to call.

Sincerely,

Robert Maechtle
Senior Estimator/Project Manager

/re

Appendix B:
Phase One Structures – Table & Drawings

APPENDIX B - PHASE ONE SITE LIST

Dwg. Sht.	Site Name	Description	Location	GPS Location	Structure	Power at Site?	Desired Measurement	Signal (Analog or Digital)	Proposed Instrumentation	Equipment Ownership	Comments
2	PRV-1	Downstream of LV-4	8 mile & Grand River Ave	42.44171, - 83.321705	Vault	Yes	High Water Level	D	Level switch	Joint: City & GLWA	Provide High speed counter to convert GLWA pulse signal to real time flow rate
							PRV Position	A	None- Connect to existing position transmitter		
							Pressure Upstream	A	Pressure Transducer		
							Pressure Downstream	A	Pressure Transducer		
							Flow Rate	Counter	None - see comments		
3	PRV-2	Downstream of LV-2	8 mile & Middlebelt Rd	42.4413, - 83.336667	Vault	No	High Water Level	D	Level switch	Joint: City & GLWA	Power was previously available at site. PRV will be replaced by OTHERS. Install CLA-VAL XP2F package. Provide High speed counter to convert GLWA pulse signal to real time flow rate.
							PRV Position	A	Cla-Val XP2F Position Transducer		
							Pressure Upstream	A	Cla-Val XP2F Pressure Transducer		
							Pressure Downstream	A	Cla-Val XP2F Pressure Transducer		
							Flow Rate	A	Cla-Val XP2F Module		
							Flow Rate	Counter	None - see comments		
4	PRV-3	Downstream of LV-3	8 Mile & Merriman Rd	42.440292, - 83.355776	Vault	Yes	High Water Level	D	Level switch	City	PRV will be replaced by OTHERS. Install CLA-VAL XP2F package
							PRV Position	A	Cla-Val XP2F Position Transducer		
							Pressure Upstream	A	Cla-Val XP2F Pressure Transducer		
							Pressure Downstream	A	Cla-Val XP2F Pressure Transducer		
							Flow Rate	A	Cla-Val XP2F Module		
5	PRV-6	PRV - Livonia Internal	7 mile & Newburgh Rd	42.425153, - 83.41378	Vault	Yes	Pressure Upstream	A	Pressure Transducer	City	
							Pressure Downstream	A	Pressure Transducer		
							High Water Level	D	Level switch		
							PRV Position	A	Position Transducer		
6	PRV-7	PRV	Penn Dr & 275	42.400116, - 83.430698	Vault	Yes	High Water Level	D	Level switch	City	Install CLA-VAL XP2F package
							PRV Position	A	Cla-Val XP2F Position Transducer		
							Pressure Upstream	A	Cla-Val XP2F Pressure Transducer		
							Pressure Downstream	A	Cla-Val XP2F Pressure Transducer		
							Flow Rate	A	Cla-Val XP2F Module		
7	PRV-12	PRV - Livonia Internal	7 mile & Newburgh Rd	42.42299, - 83.41371	Vault	Yes	High Water Level	D	Level switch	City	Install CLA-VAL XP2F package
							PRV Position	A	Cla-Val XP2F Position Transducer		
							Pressure Upstream	A	Cla-Val XP2F Pressure Transducer		
							Pressure Downstream	A	Cla-Val XP2F Pressure Transducer		
							Flow Rate	A	Cla-Val XP2F Module		
8	CV-01	Check Valve b/t pressure districts	Norfolk St & Farmington Rd	42.436823, - 83.375677	Vault	No	Pressure Upstream	A	Pressure Transducer	City	
							Pressure Downstream	A	Pressure Transducer		
							High Water Level	D	Level switch		
							Position	D	Limit Switch on valve swingarm		
9	WVAL-02406	Check Valve b/t pressure districts	Glendale & Stark Rd	42.377061, - 83.379835	Vault	No	Pressure Upstream	A	Pressure Transducer	City	
							High Water Level	D	Level switch		
							Pressure Downstream	A	Pressure Transducer		
							Position	D	Limit Switch on valve swingarm		

Site Name	Site Name	Description	Location	GPS Location	Structure	Power at Site?	Desired Measurement	Signal Type (Analog or Digital)	Proposed Instrumentation	Existing Equipment	Comments
10	WVAL-04842	Check Valve b/t pressure districts	Wayne & Plymouth Rd	42.36793, - 83.386354	MH	No	Pressure Upstream	A	Pressure Transducer	City	Site may use alternative power source (solar), instrumentation & wiring must be rated for continuous submergence.
							Pressure Downstream	A	Pressure Transducer		
							Position	D	Limit Switch on valve swingarm		
11	WVAL-05823	Check Valve b/t pressure districts	7 mile & Canterbury Dr.	42.426401, - 83.358507	Vault	No	Pressure Upstream	A	Pressure Transducer	City	Site may use alternative power source (solar), instrumentation & wiring must be rated for continuous submergence.
							High Water Level	D	Level switch		
							Pressure Downstream	A	Pressure Transducer		
							Position	D	Limit Switch on valve swingarm		
12	WVAL-06873	Closed valve b/w pressure districts	8 mile & Osmus	42.440872, - 83.360731	MH	No	Pressure Upstream	A	Pressure Transducer	City	
							Pressure Downstream	A	Pressure Transducer		
13	Fire Station 6	Building pressure tap	Plymouth Rd & Hunters Park Ct	42.370023, - 83.416531	Building	Yes	Pressure	A	Pressure Transducer	City	Equipment located in basement.
14	Edgewood Lift Station	New Gorman Rupp lift station	Oakdale St & Edgewood Dr.	42.403552, - 83.392063	Lift station	Yes			None required, instrumentation is connected to existing PLC	City	Complete telemetry work for this site, connect to existing Compact Logix 5370 L2 PLC, and display all tags in SCADA

CITY OF LIVONIA
WAYNE COUNTY, MICHIGAN
SCADA IMPLEMENTATION
PHASE I - WATER & SEWER STRUCTURES





GLWA ELECTRICAL METER BOX & DISCONNECT. COORDINATE WITH DTE TO ADD METER AND DISCONNECT FOR LIVONIA OWNED EQUIPMENT ADJACENT TO GLWA EQUIPMENT.

INSTALL HIGH LEVEL FLOAT, AND DEHUMIDIFIER



INSTALL CONDUIT AND CONNECT TO EXISTING POSITION TRANSMITTER, CALIBRATE

REPLACE SUMP PUMP AND DISCHARGE PIPING

INSTALL TEES AND PRESSURE TRANSDUCERS ON EXISTING CORP STOPS

PROPOSED SCADA PANEL LOCATION. COORDINATE WITH ENTITIES THAT HAVE JURISDICTION

VAULT LOCATION

PROPOSED ELECTRICAL TIE-IN



COORDINATE WITH GLWA TO OBTAIN SIGNAL FROM FLOW METER. GLWA WILL ALLOW CONNECTION TO PULSE TOTALIZER OUTPUT SIGNAL. CONTRACTOR TO PROVIDE CONDUIT AND WIRES FROM LIVONIA SCADA PANEL TO GLWA FLOW METER TRANSMITTER LOCATED IN GLWA ENCLOSURE. CONVERT TOTALIZER SIGNAL TO FLOW RATE.



- NOTES
1. VAULT OWNER: GLWA AND LIVONIA (JOINT OWNERSHIP)
 2. GLWA POWER IN VAULT IS OPERATIONAL
 3. NOT ALL LIGHTS IN VAULT WORKING
 4. PRV IS CLA-VAL



ARCHITECTS ENGINEERS PLANNERS

LIVONIA, MI 48150
T: 374.522.8711
34000 PLYMOUTH ROAD
OHM-ADVISORS.COM

REVISIONS:

1. PRELIMINARY SET	12/10/2021
2. FOR OWNER REVIEW	09/29/2022
3. FOR FINAL REVIEW	10/21/2022
...	...

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE
10/18/2021	006130070	M. MORANT	M. MORANT	M. MORANT	WAYNE	LIVONIA	0.50000

CITY OF LIVONIA

SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES

PRV-1 - 8 MILE RD & GRAND RIVER (27725 8 MILE)

SHEET

2

OF 14

DRAWING PATH: \\vsm\dfs\Corporate\Projects\0000_0100\0000130070_dpw_gen_services\MEP\2020\scada\Drawings\Preliminary Site Plans_Phase 1 Water.dwg

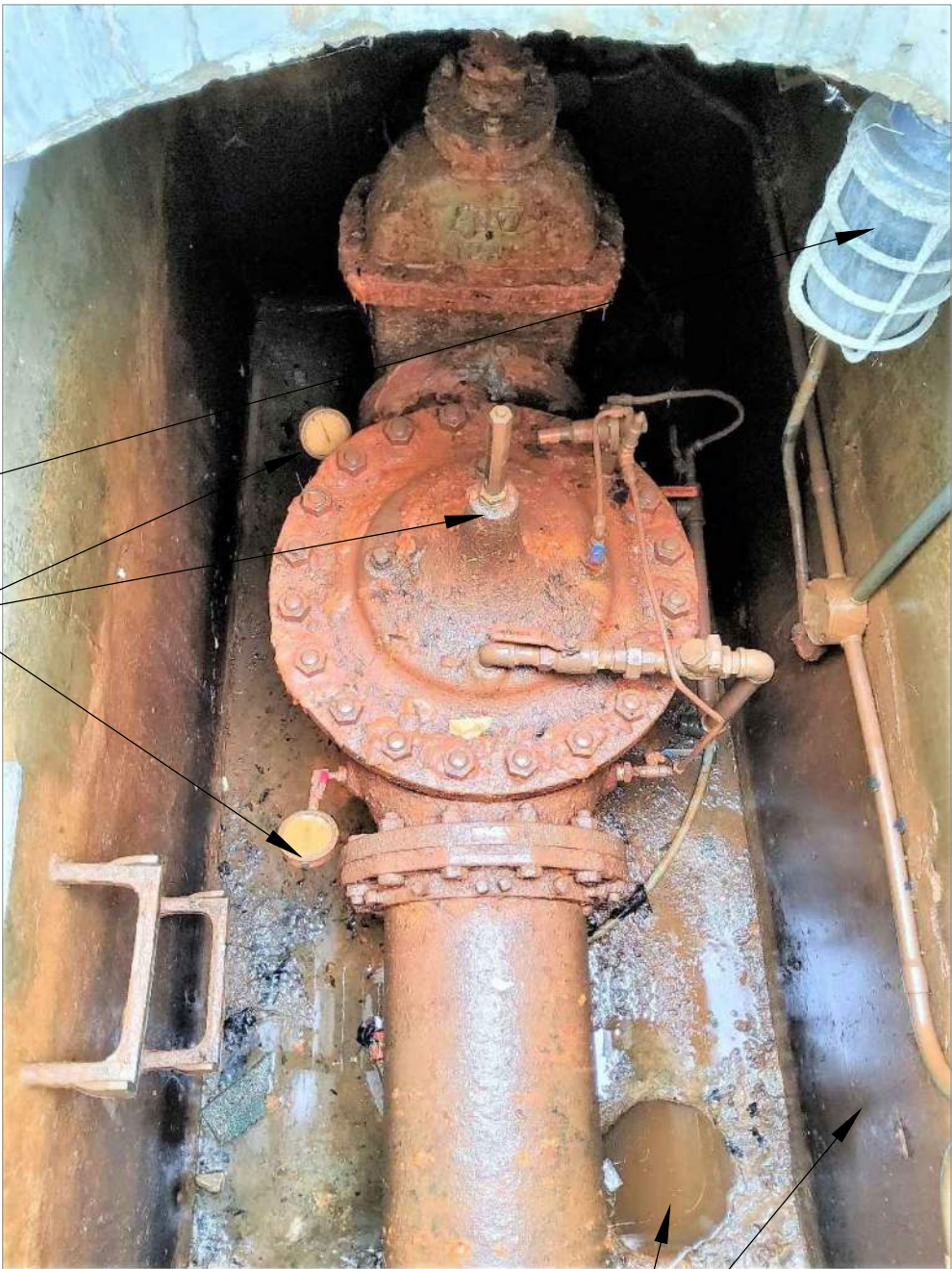
Nov 02, 2022 - 5:08pm

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OLD ELECTRICAL METER AND PANEL.
COORDINATE WITH DTE TO INSTALL NEW
ELECTRICAL METER AND RESTORE DTE SERVICE.

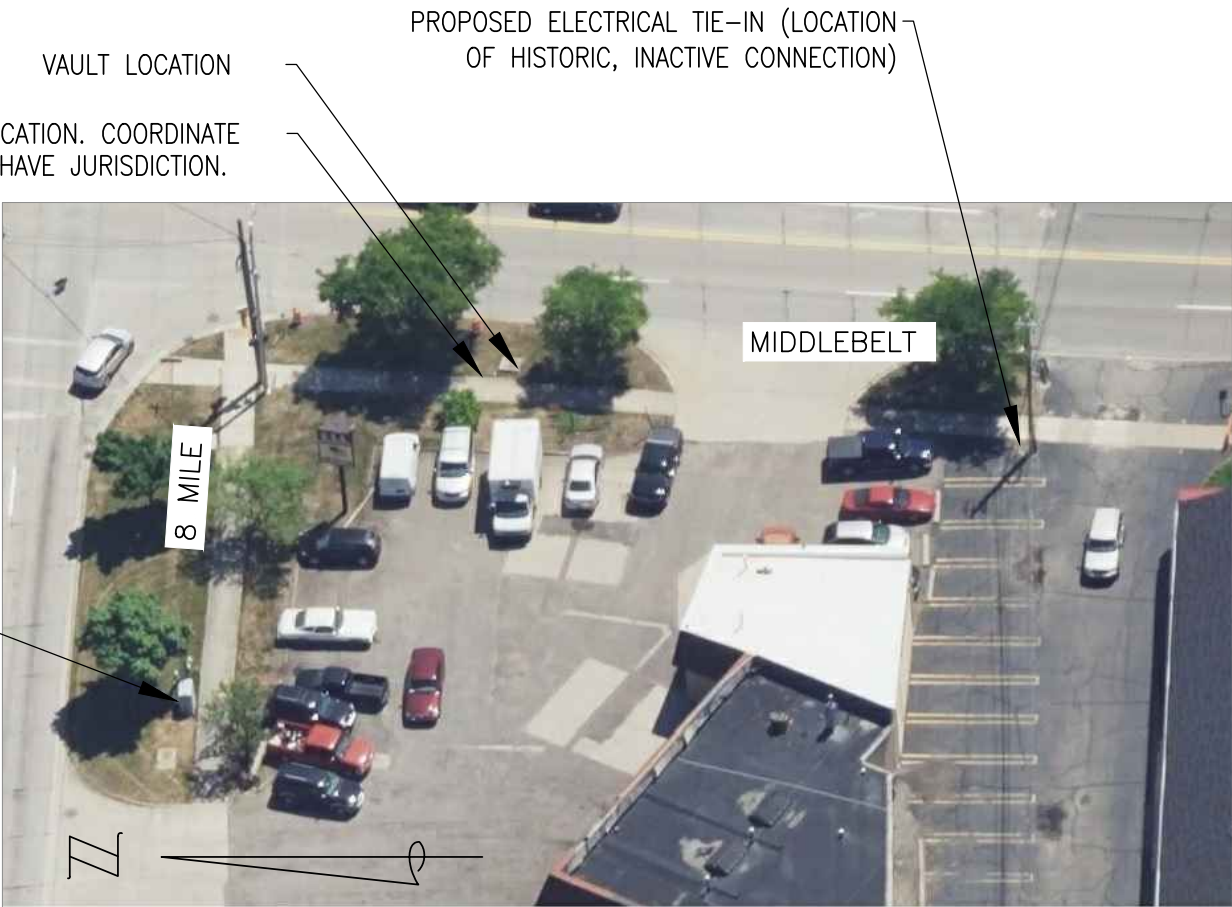


REPAIR EXISTING OR REPLACE
LIGHTING AND CONDUIT

INSTALL CLA-VAL XP2F FLOW METERING
AND DATA ACQUISITION PACKAGE
INCLUDING PRESSURE
TRANSDUCERS AND POSITION
TRANSMITTER. REPLACE GAUGES

INSTALL HIGH LEVEL FLOAT, SUMP PUMP,
AND DEHUMIDIFIER. INSTALL SUMP
DISCHARGE DIRECT TO STORM SEWER
WITH ABOVE GROUND AIR GAP.

- NOTES
1. VAULT OWNER: CITY OF LIVONIA
 2. POWER IN VAULT NOT OPERATIONAL; DTE SERVICE NOT OPERATIONAL
 3. DEHUMIDIFIER PRESENT, NOT OPERATIONAL
 4. PRV TO BE REPLACED BY OWNER 2024



VAULT LOCATION

PROPOSED ELECTRICAL TIE-IN (LOCATION
OF HISTORIC, INACTIVE CONNECTION)

POTENTIAL PANEL LOCATION. COORDINATE
WITH ENTITIES THAT HAVE JURISDICTION.

COORDINATE WITH GLWA TO OBTAIN SIGNAL
FROM FLOW METER. GLWA WILL ALLOW
CONNECTION TO PULSE TOTALIZER OUTPUT
SIGNAL. CONTRACTOR TO PROVIDE CONDUIT
AND WIRES FROM LIVONIA SCADA PANEL TO
GLWA FLOW METER TRANSMITTER LOCATED IN
GLWA ENCLOSURE. CONVERT TOTALIZER
SIGNAL TO FLOW RATE.

REVISIONS:	1. PRELIMINARY SET	12/02/2021
	2. FOR OWNER REVIEW	09/29/2022
	3. FOR FINAL REVIEW	10/01/2022
	...	...

DRAWING PATH: \\amds\Corporate\Projects\0000_0100\0000130070_dp\gen_services\MEP\2020\scada\Drawings\Preliminary Site Plans_Phase 1 Water.dwg Nov 02, 2022 - 5:08pm



ELECTRICAL DISTRIBUTION PANEL AND POTENTIAL SCADA PANEL LOCATION. COORDINATE WITH ENTITIES THAT HAVE JURISDICTION.

VAULT LOCATION



REPLACE EXISTING DISTRIBUTION PANEL

REPAIR EXISTING OR REPLACE LIGHTING AND CONDUIT; REPLACE EXHAUST FAN

INSTALL CLA-VAL XP2F FLOW METERING AND DATA ACQUISITION PACKAGE INCLUDING PRESSURE TRANSDUCERS AND POSITION TRANSMITTER. REPLACE GAUGES

REPLACE SUMP PUMP AND DEHUMIDIFIER. INSTALL SUMP DISCHARGE DIRECT TO STORM SEWER WITH ABOVE GROUND AIR GAP.

INSTALL HIGH LEVEL FLOAT; REPLACE DEHUMIDIFIER



- NOTES
- 1. VAULT OWNER: CITY OF LIVONIA
 - 2. EXISTING LIVONIA-OWNED DTE SERVICE
 - 3. POWER IN VAULT IS OPERATIONAL
 - 4. PRV TO BE REPLACED BY OWNER IN 2023



ARCHITECTS ENGINEERS PLANNERS

LIVONIA, MI 48150
T: 374.522.6711
34000 PLYMOUTH ROAD
OHM-ADVISORS.COM

REVISIONS:	1. PRELIMINARY SET 2. FOR OWNER REVIEW 3. FOR FINAL REVIEW	12/02/2021 09/29/2022 10/21/2022
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DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE
10/16/2021	006130070	M. MORAVITZ	M. KENNEDY	M. MORAVITZ	WAYNE	LIVONIA	0.50000

CITY OF LIVONIA

SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES

PRV-3 - MERRIMAN (20694 MERRIMAN)

SHEET	4
OF 14	

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DRAWING PATH: \\amds\Corporate\Projects\0000_0100\000130070_dpw_gen_services\MEP\2020\scada\Drawings\Preliminary Site Plans_Phase 1 Water.dwg Nov 02, 2022 - 5:08pm



REPLACE DISTRIBUTION
PANEL.

INSTALL HIGH LEVEL FLOAT AND
DEHUMIDIFIER; REPLACE EXISTING
SUMP PUMP.

INSTALL NEW LIGHTING

INSTALL POSITION
TRANSMITTER



INSTALL PRESSURE
TRANSDUCERS



SEVEN MILE

NEWBURGH RD

ELECTRIC UTILITY METER AND
EXISTING DISTRIBUTION PANEL

POTENTIAL PANEL LOCATION.
COORDINATE WITH ENTITIES THAT HAVE
JURISDICTION

VAULT LOCATION

- NOTES
1. VAULT OWNER: CITY OF LIVONIA
 2. POWER IN VAULT OPERATIONAL
 3. SUMP PUMP PRESENT
 4. PRV IS SINGER

REVISIONS:	1. PRELIMINARY SET	12/02/2021
	2. FOR OWNER REVIEW	09/29/2022
	3. FOR FINAL REVIEW	10/01/2022
	...	...

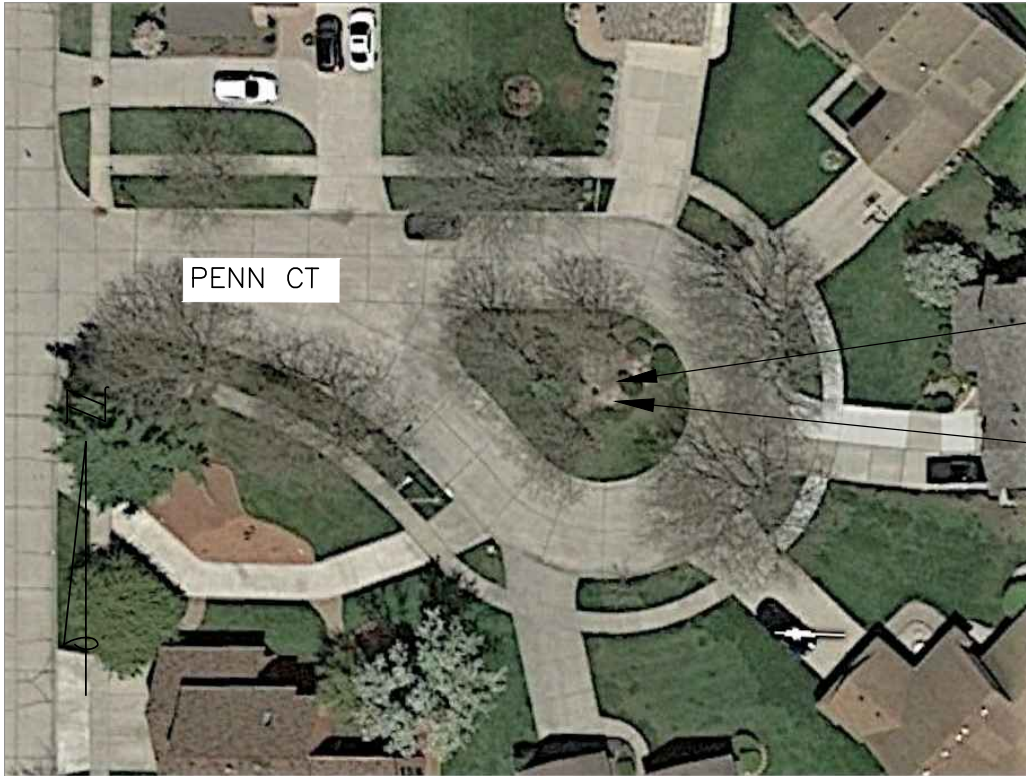
DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGES/TOWNSHIP	SCALE
10/16/2021	006130070	M. MORAVITZ	M. KENNEDY	M. MORAVITZ	WAYNE	LIVONIA	0.50000
CITY OF LIVONIA							
SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES							
PRV-6 - 7 MILE & NEWBURGH (37373 Seven Mile)							

DRAWING PATH: \\amds\Corporate\Projects\0000_0100\0000130070_dp\gen_services\MEP\2020\scada\Drawings\Preliminary Site Plans_Phase 1 Water.dwg Nov 02, 2022 - 5:08pm



INSTALL CLA-VAL XP2F FLOW METERING AND DATA ACQUISITION PACKAGE INCLUDING PRESSURE TRANSDUCERS AND POSITION TRANSMITTER. TRANSMIT ALL SIGNALS TO SCADA.

REPLACE EXISTING METER BOX AND DISTRIBUTION PANEL WITH EQUIPMENT THAT MEETS NEC REQUIREMENTS. NEW DISTRIBUTION PANEL TO BE ABOVE GROUND.



VAULT LOCATION AND EXISTING ELECTRICAL METER

POTENTIAL PANEL LOCATION. COORDINATE WITH ENTITIES THAT HAVE JURISDICTION.

REPLACE SUMP PUMP

INSTALL HIGH LEVEL FLOAT AND DEHUMIDIFIER

- NOTES
- 1. VAULT OWNER: CITY OF LIVONIA
 - 2. POWER IN VAULT OPERATIONAL
 - 3. SUMP PUMP PRESENT
 - 4. PRV IS CLA-VAL



ARCHITECTS ENGINEERS PLANNERS

LIVONIA, MI 48150
T: 374.522.6711
34000 PLYMOUTH ROAD
OHM-ADVISORS.COM

REVISIONS:

1. PRELIMINARY SET	12/10/2021
2. FOR OWNER REVIEW	09/29/2022
3. FOR FINAL REVIEW	10/11/2022
...	...

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE
10/16/2021	006130070	M. MORAVITZ	M. KENNEDY	M. MORAVITZ	WAYNE	LIVONIA	0.50000

CITY OF LIVONIA

SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES

PRV-7 - PENN COURT (15644 Penn Ct)

SHEET

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INSTALL HIGH LEVEL SWITCH, DEHUMIDIFIER, AND SUMP PUMP WITH DISCHARGE PIPING. SUMP TO DISCHARGE TO GRASSY AREA IN R.O.W. AWAY FROM VAULT

EXISTING ELECTRICAL METER.



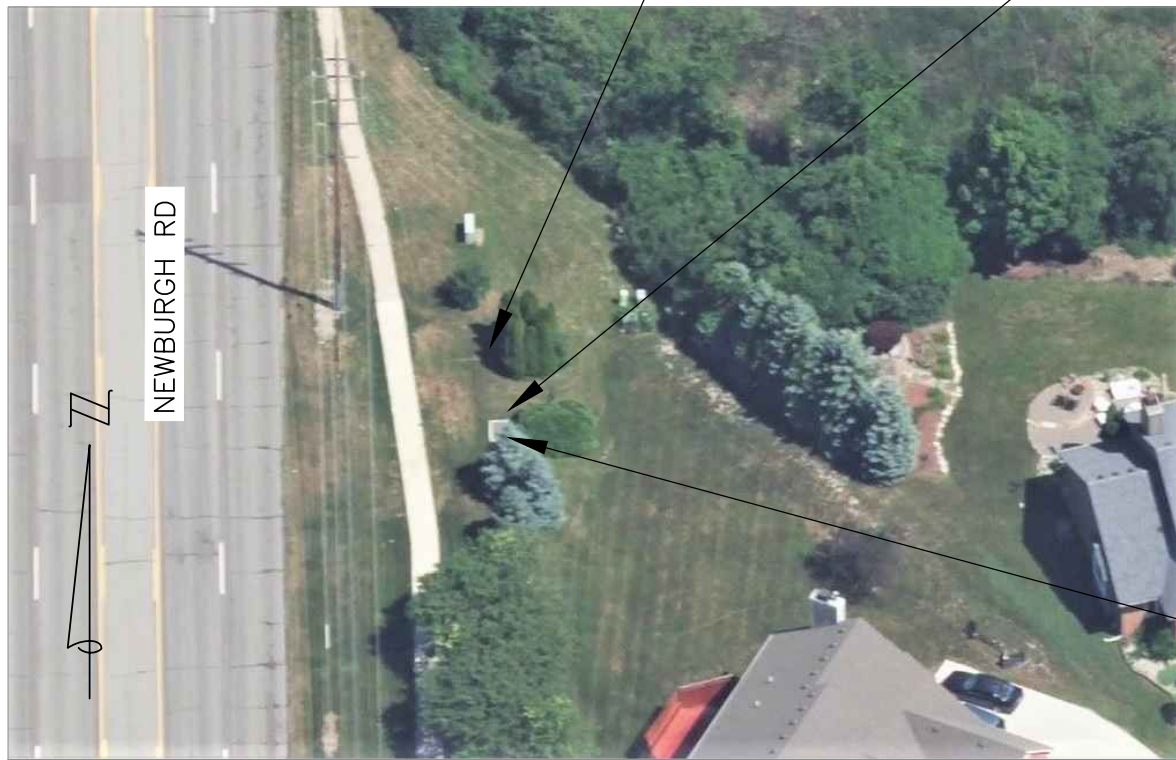
POTENTIAL PANEL LOCATION ADJACENT TO VAULT. COORDINATE WITH ENTITIES THAT HAVE JURISDICTION

INSTALL CLA-VAL XP2F FLOW METERING AND DATA ACQUISITION PACKAGE INCLUDING PRESSURE TRANSDUCERS AND POSITION TRANSMITTER. TRANSMIT ALL SIGNALS TO SCADA.

VAULT LOCATION
800 FEET SOUTH OF 7 MILE RD



INSTALL LIGHTING



NOTES

1. VAULT OWNER: CITY OF LIVONIA
2. POWER IN VAULT OPERATIONAL
3. SUMP PUMP PRESENT
4. PRV IS CLA-VAL

REVISIONS:	1. PRELIMINARY SET	12/02/2021
	2. FOR OWNER REVIEW	09/29/2022
	3. FOR FINAL REVIEW	10/01/2022
	...	...

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SITE TO BE SOLAR POWER

POTENTIAL ELECTRICAL
TIE-IN POINTS

POTENTIAL PANEL LOCATION ON
FARMINGTON RD AWAY FROM CORNER.
COORDINATE WITH ENTITIES THAT HAVE
JURISDICTION

VAULT
LOCATION

~~PROVIDE LIGHTING AND ONE (1)
ELECTRICAL RECEPTACLE~~

INSTALL CIRCUIT SETTER DEVICE

INSTALL PRESSURE TRANSDUCERS. CITY
TO INSTALL CORP STOPS.
DEVICES AND WIRES/CONNECTIONS SHALL
RATED FOR CONTINUOUS SUBMERGENCE



INSTALL LIMIT
SWITCH
DEVICES AND WIRES/CONNECTIONS SHALL
RATED FOR CONTINUOUS SUBMERGENCE

~~INSTALL SUMP PUMP AND DISCHARGE PIPING.
INSTALL SUMP DISCHARGE DIRECT TO STORM
SEWER WITH ABOVE GROUND AIR GAP.~~

NOTES

1. VAULT OWNER: CITY OF LIVONIA
2. POWER DOES NOT EXIST AT VAULT CURRENTLY
3. NO SUMP PUMP INSTALLED

REVISIONS:			
1. PRELIMINARY SET	12/02/2021		
2. FOR OWNER REVIEW	09/29/2022		
3. FOR FINAL REVIEW	10/01/2022		

SCALE

0.50000

CITY/VILLAGE/TOWNSHIP

LIVONIA

WAYNE

M. MORAVITZ

DATE

10/18/2021

PROJ. NO.

000130070

ENG

M. MORAVITZ

CITY

LIVONIA

DATE

10/18/2021

PROJ. NO.

000130070

ENG

M. MORAVITZ

CITY

LIVONIA

DATE

10/18/2021

PROJ. NO.

000130070

ENG

M. MORAVITZ

CITY

LIVONIA

CITY OF LIVONIA
SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES
CV-01 - NORFOLK & FARMINGTON (33409 Norfolk St.)

SHEET

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OF 14

DRAWING PATH: \\amds\Corporate\Projects\0000_0100\000130070_dpw_gen_services\MEP\2020\scada\Drawings\Preliminary Site Plans_Phase 1 Water.dwg Nov 02, 2022 - 5:08pm

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POTENTIAL PANEL LOCATION.
COORDINATE WITH ENTITIES THAT
HAVE JURISDICTION

VAULT
LOCATION



~~PROVIDE LIGHTING AND ONE (1)
ELECTRICAL RECEPTACLE~~

INSTALL PRESSURE TRANSDUCERS. CITY TO INSTALL CORP STOPS.
DEVICES AND WIRES/CONNECTIONS SHALL BE RATED FOR CONTINUOUS SUBMERGENCE

~~INSTALL SUMP PUMP AND DISCHARGE PIPING,
INSTALL SUMP DISCHARGE DIRECT TO STORM
SEWER WITH ABOVE GROUND AIR GAP.~~

~~POTENTIAL ELECTRICAL TIE IN POINT
SITE TO BE SOLAR POWER~~



INSTALL LIMIT SWITCH
DEVICES AND WIRES/CONNECTIONS SHALL BE RATED FOR CONTINUOUS SUBMERGENCE

NOTES

1. VAULT OWNER: CITY OF LIVONIA
2. POWER DOES NOT EXIST AT VAULT CURRENTLY
3. NO SUMP PUMP INSTALLED

REVISIONS:	1. PRELIMINARY SET	12/10/2021
	2. FOR OWNER REVIEW	09/29/2022
	3. FOR FINAL REVIEW	10/12/2022
	...	...

DRAWING PATH: \\amulds\Corporate\Projects\0000_0100\0000130070_dpw_gen_services\MEP\2020\scada\Drawings\Preliminary Site Plans_Phase 1 Water.dwg Nov 02, 2022 - 5:06pm



INSTALL PRESSURE TRANSDUCERS. CITY TO INSTALL CORP STOPS.
DEVICES AND WIRES/CONNECTIONS SHALL BE RATED FOR CONTINUOUS SUBMERGENCE

SITE TO BE SOLAR POWER
~~POTENTIAL ELECTRICAL TIE-IN~~

POTENTIAL PANEL LOCATION. COORDINATE WITH
ENTITIES THAT HAVE JURISDICTION

MANHOLE LOCATION



INSTALL LIMIT SWITCH. DEVICE AND WIRES SHALL BE RATED FOR
CONTINUOUS SUBMERGENCE

- NOTES
- 1. MANHOLE OWNER: CITY OF LIVONIA
 - 2. POWER DOES NOT EXIST AT MANHOLE CURRENTLY
 - 3. NO SUMP PUMP INSTALLED

~~ALTERNATE:~~

- 1. CITY MAY CONSIDER SOLAR POWER AND/OR A MICRO WATER TURBINE
POWER GENERATOR ON A BYPASS LINE.



ARCHITECTS ENGINEERS PLANNERS

LIVONIA, MI 48150
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34000 PLYMOUTH ROAD
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REVISIONS:

1. PRELIMINARY SET	12/10/2021
2. FOR OWNER REVIEW	09/29/2022
3. FOR FINAL REVIEW	10/01/2022

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE
10/18/2021	006130070	M. KENNEDY	M. MORAVITZ	M. MORAVITZ	WAYNE	LIVONIA	0.50000

CITY OF LIVONIA

SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES

WVAL-04842 - WAYNE & PLYMOUTH (34899 Plymouth Rd)

SHEET

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POTENTIAL PANEL LOCATION. COORDINATE WITH ENTITIES THAT HAVE JURISDICTION

VAULT LOCATION

SITE TO BE SOLAR POWER

POTENTIAL ELECTRICAL TIE-IN POINTS TO UTILITY POLES. MAY REQUIRE EASEMENT.

~~PROVIDE LIGHTING AND ONE (1) ELECTRICAL RECEPTACLE IF DIF POWER IS PROVIDED. LIGHTING AND OUTLET NOT REQUIRED IF ALTERNATE IS SELECTED.~~

INSTALL LIMIT SWITCH

DEVICES AND WIRES/CONNECTIONS SHALL RATED FOR CONTINUOUS SUBMERGENCE

INSTALL PRESSURE TRANSDUCERS. CITY TO INSTALL CORP STOPS.

~~INSTALL SUMP PUMP AND DISCHARGE PIPING. INSTALL SUMP DISCHARGE DIRECT TO STORM SEWER WITH ABOVE GROUND AIR GAP.~~



NOTES

1. VAULT OWNER: CITY OF LIVONIA
2. POWER DOES NOT EXIST AT VAULT CURRENTLY
3. NO SUMP PUMP INSTALLED

ALTERNATE:

1. ~~CITY MAY CONSIDER SOLAR POWER AND/OR A MICRO WATER TURBINE POWER GENERATOR ON A BYPASS LINE. A WATER-POWERED SUMP PUMP WOULD BE REQUIRED.~~

DRAWING PATH: \\amulds\Corporate\Projects\0000_0100\0090130070_dpw_gen_services\MEP\2020\scada\Drawings\Preliminary Site Plans_Phase 1 Water.dwg Nov 02, 2022 - 5:07pm



INSTALL PRESSURE TRANSDUCERS RATED FOR CONTINUOUS SUBMERSION. CITY TO INSTALL CORP STOPS.

GATEWELL LOCATION



- NOTES
1. MANHOLE OWNER: CITY OF LIVONIA
 2. POWER DOES NOT EXIST AT MANHOLE CURRENTLY
 3. NO SUMP PUMP INSTALLED



ARCHITECTS ENGINEERS PLANNERS

LIVONIA, MI 48150
T: 374.522.6711
34000 PLYMOUTH ROAD
OHM-ADVISORS.COM

REVISIONS:

1. PRELIMINARY SET	12/02/2021
2. FOR OWNER REVIEW	09/29/2022
3. FOR FINAL REVIEW	10/21/2022
...	...
...	...

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE
10/16/2021	009130070	M. MORRANT	M. KENNEDY	M. MORRANT	WAYNE	LIVONIA	0.50000

CITY OF LIVONIA

SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES

WVAL-06873 - 8 MILE & OSMUS (31715 8 MILE)

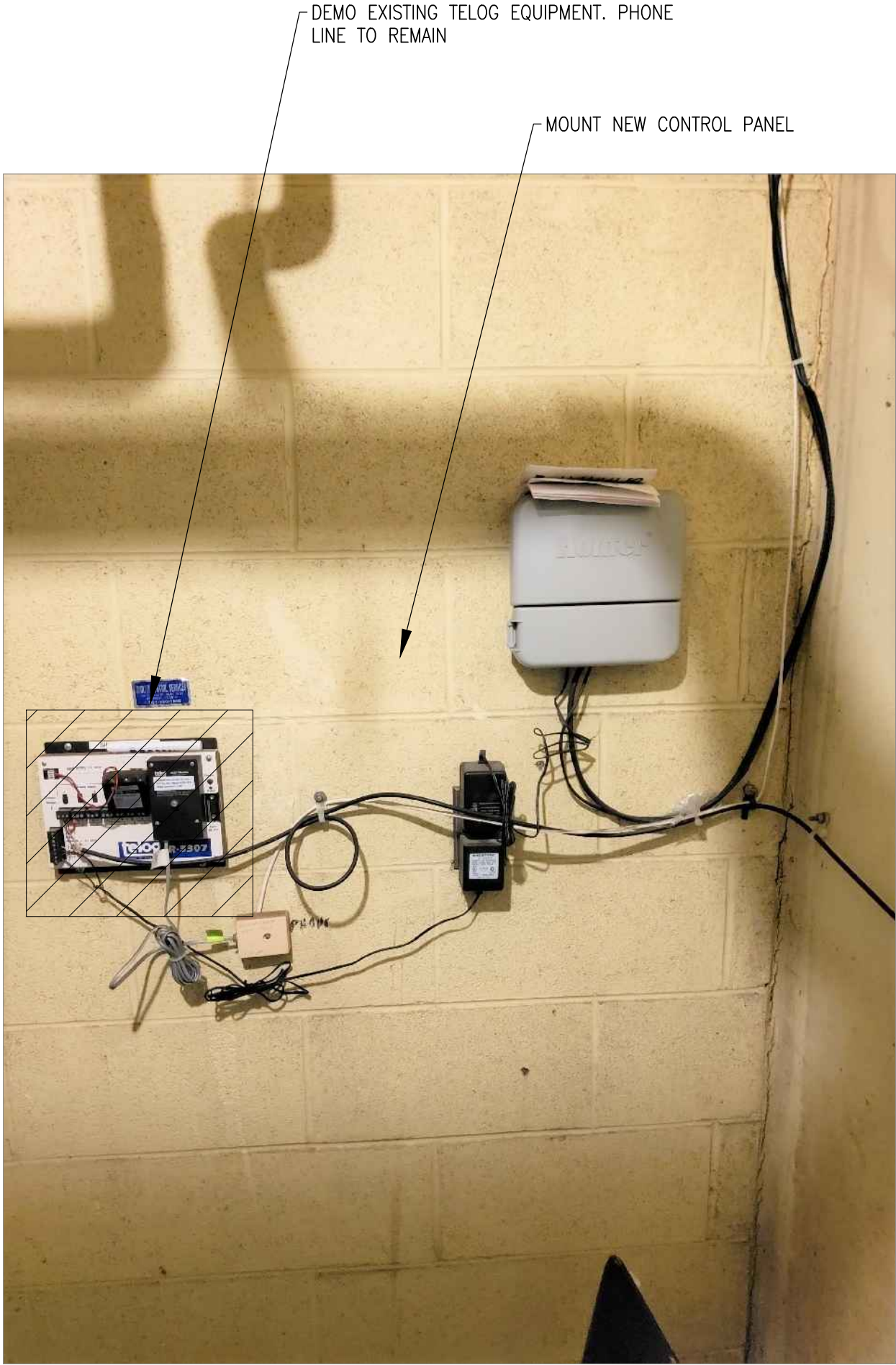
SHEET

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OF 14

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DEMCO EXISTING TELOG EQUIPMENT. PHONE LINE TO REMAIN

MOUNT NEW CONTROL PANEL



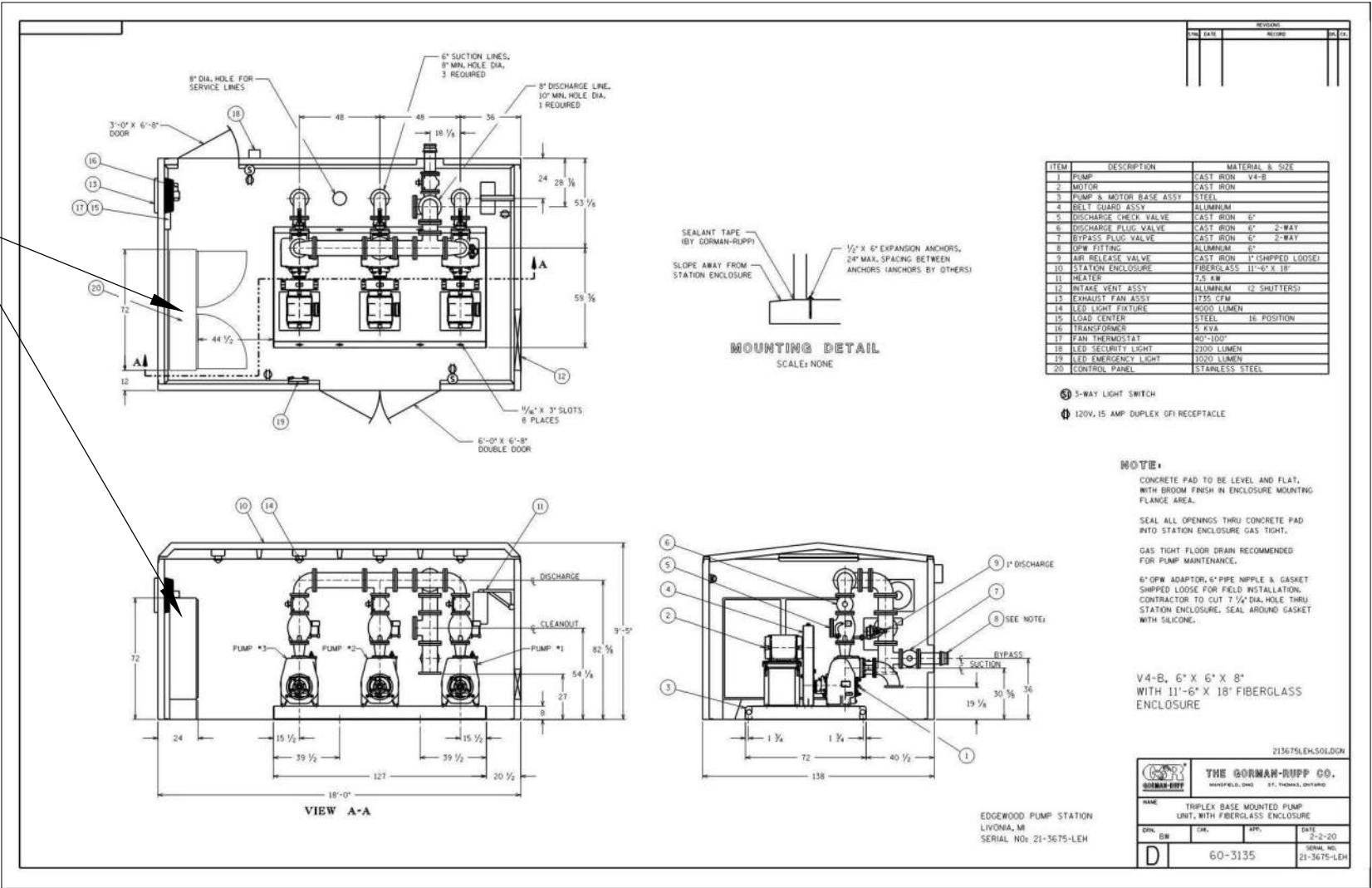
REPLACE PRESSURE TRANSDUCER AND SIGNAL WIRING. INSTALL NEW CONDUIT FOR SIGNAL WIRING.

- NOTES
1. FIRE STATION OWNED BY CITY OF LIVONIA
 2. ELECTRICAL SERVICE PANEL LOCATED IN SAME ROOM AS PROPOSED TRANSDUCER

DRAWING PATH: \\lamuda\Corporate\Projects\0000_0100\0000130070_dpw_gen_services\MEP\2020\scada\Drawings\Preliminary\Sta Plans_Phase 1 Water.dwg Nov 02, 2022 - 5:07pm



EXISTING CONTROLS ENCLOSURE WITH PLC



PROVIDE TELEMETRY EQUIPMENT WITH ENCLOSURE INSIDE EXISTING STATION OR ON EXTERIOR RACK. CONNECT TO EXISTING ALLEN BRADLEY COMPACT LOGIX 5370 L2 PLC. DISPLAY ALL LIFT STATION TAGS IN SCADA.

NOTES

- GORMAN-RUPP TRIPLEX PUMP STATION WAS COMPLETED IN 2022
- PUMP STATION OWNED BY CITY OF LIVONIA

REVISIONS:

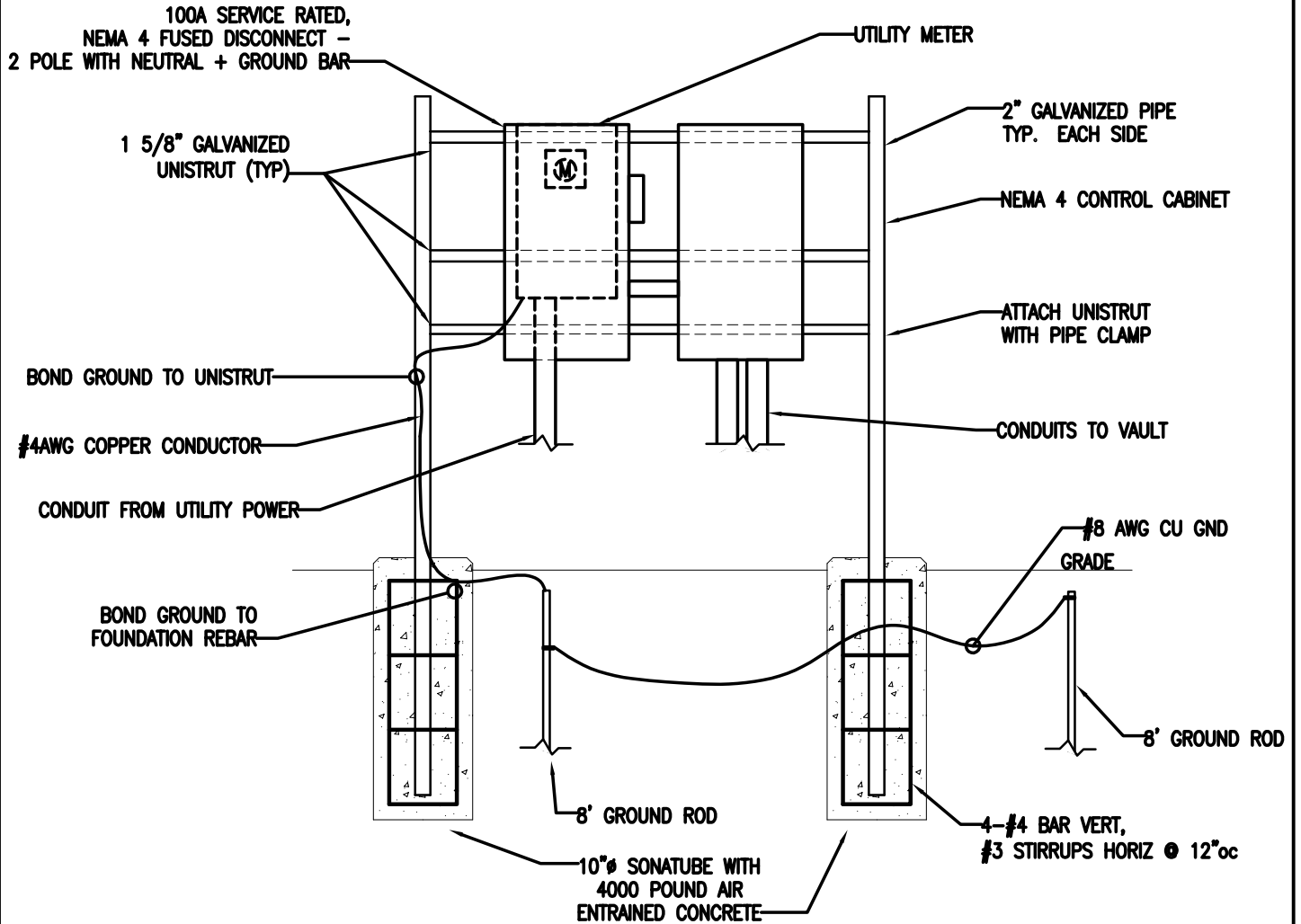
NO.	DATE	REVISION
1	12/02/2021	PRELIMINARY SET
2	09/29/2022	FOR OWNER REVIEW
3	10/21/2022	FOR FINAL REVIEW

CITY OF LIVONIA
SCADA IMPLEMENTATION PHASE I - WATER & SEWER STRUCTURES
EDGEWOOD LIFT STATION (16050 WAYNE RD)

Appendix D:
DETAIL DRAWINGS

NOTE:

1. ALL CONDUIT ABOVE GRADE ATTACHED TO RACK, SHALL BE GALVANIZED RIGID.
2. BOND RACK STEEL AND REINFORCEMENT STEEL TO SYSTEM GROUND.



LIVONIA SCADA 2020 DESIGN BUILD

STANDARD RACK DETAIL

SCALE
H: 1"=1' V: 1"=1'
SHEET

CLIENT:
CITY OF LIVONIA

JOB #

34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

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ABOVE GROUND PIPING WITH AIR BREAK TO BE LOCATED NEXT TO VAULT OR ADJACENT TO ELECTRICAL RACK. PAINT PIPING FOREST GREEN AND PROVIDE LABEL "SUMP DISCHARGE - CITY OF LIVONIA WATER DEPT."

GALVANIZED AIR GAP FITTING
ZURN Z1025 OR EQUIVALENT

GALVANIZED PIPING
ABOVE GROUND

4000 PSI CONCRETE
SPLASH BLOCK
2 FT X 2 FT X 3 IN

TRANSITION PVC TO GALV

45° BENDS

3-INCH SCH 80 PVC @ 1/4 INCH PER
FOOT MIN SLOPE TO CATCH BASIN

DISCHARGE TO STORMWATER
STRUCTURE; SEAL
PENETRATION PER WAYNE CO
GUIDELINES

DOUBLE LINKSEAL
2" CLEAN OUT

ROTATE WYE & 45° BEND
TO OFFSET PIPING AWAY
FROM CLEAN OUT

1/4" HOSE,
SUPPORTED WITH ZIP
TIES ALONG LENGTH

2" SCH 80 PVC

2" BALL VALVE

1.5" SILENT CHECK
SUMP CHECK VALVE

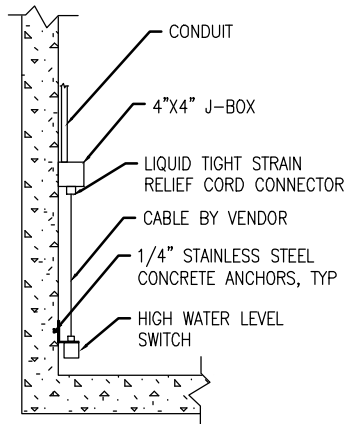
FRP GRATE OR
PLASTIC GRATE

5 SUMP DISCHARGE TO STORM DETAIL

NO SCALE

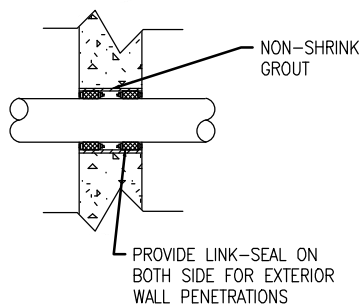
4 SUMP DETAIL

NO SCALE



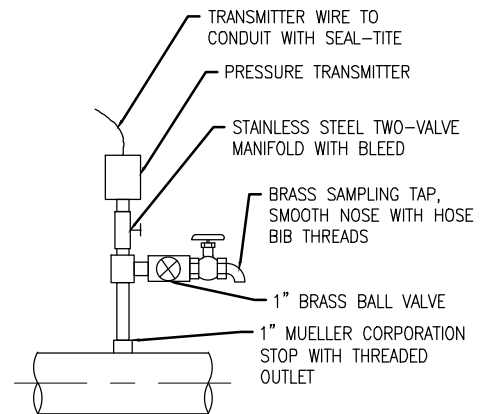
3 FLOOD SWITCH DETAIL

NO SCALE



2 CONDUIT PENETRATION DETAIL

NO SCALE



1 PRESSURE TRANSDUCER DETAIL

NO SCALE

LIVONIA SCADA 2022 DESIGN BUILD

MEP DETAILS

SCALE
H: 1"=1' V: 1"=1'
SHEET

CLIENT:
CITY OF LIVONIA

JOB #

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Appendix F:

BOND FORMS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal and

_____ as Surety or Sureties, are held and firmly bound unto the CITY OF LIVONIA, Wayne County, Michigan, in the sum of _____ Dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION of the foregoing obligation is such that, whereas the said _____ did on the _____ day of _____, 20____, by articles of that date, enter into a Contract with the said CITY OF LIVONIA for the construction of Phase 1 SCADA System Design-Build Services.

NOW THEREFORE, if the said _____ shall well and faithfully do and perform all things agreed to be done and performed by said Contract, according to the terms thereof, then this obligation shall be void, but otherwise, it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the granting by the said CITY OF LIVONIA of any extension of time for the performance of the Contract or any other forbearance on either the part of said CITY OF LIVONIA or the Principal, to the other, shall not in any way release the Principal and Surety or Sureties, or either, or any of them, their heirs, executors, administrators, successors, or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension of forbearance being hereby waived.

WITNESS, our hands and seals, this _____ day of _____, 20____

Signed, sealed and delivered in the _____

Presence of: _____ By _____

_____ By _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal and

_____ as Surety or Sureties, are held and firmly bound unto the CITY OF LIVONIA, Wayne County,
Michigan, in the sum of _____
_____ Dollars (\$ _____), for the payment of which,
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

THE CONDITION of the foregoing obligation is such that, whereas the said _____

_____ did on the _____ day of _____, 20____, by articles of that date, enter into a
Contract with the said CITY OF LIVONIA for the construction of Phase 1 SCADA System Design-
Build Services and the payment for all labor and materials used therein.

NOW THEREFORE, if the said _____
shall pay for all labor and materials used in the fulfillment of said Contract, and shall pay for
subcontractors doing work thereon, and shall indemnify and save harmless the said CITY OF
LIVONIA from and against all damages by reason of liens for labor or materials furnished thereof,
then this obligation shall be void, but otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to
be done under it, or the granting by the said CITY OF LIVONIA of any extension of time for the
performance of the Contract or any other forbearance on either the part of said CITY OF LIVONIA
or the Principal, to the other, shall not in any way release the Principal and Surety or Sureties, or
either, or any of them, their heirs, executors, administrators, successors, or assigns, from their
liability hereunder, notice to the Surety or Sureties of any such alteration, extension of
forbearance being hereby waived.

WITNESS, our hands and seals, this _____ day of _____, 20_____

Signed, sealed and delivered in the _____

Presence of: _____ By _____

_____ By _____

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal and

_____ as Surety or Sureties, are held and firmly bound unto the CITY OF LIVONIA, Wayne County, Michigan, in the sum of _____ Dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION of the foregoing obligation is such that, whereas the Principal did on the _____ day of _____, 20____, by articles of that date, enter into a Contract with the said CITY OF LIVONIA for the construction of Phase 1 SCADA System Design-Build Services and, as a condition precedent to receiving final payment on said Contract, to execute the Bond herein described.

NOW THEREFORE, the Principal guarantees that for a period of one (1) year from the date of the final estimate he will, without cost to the City, keep in good order and repair any defect in the work done under said Contract by his employees, agents, subcontractors, or material suppliers, that may develop during said time due to improper materials, defective equipment, workmanship or arrangements, and that he will likewise restore to good condition any work disturbed while correcting such defects, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance thereof by the CITY; and that whenever directed to do so by the CITY, through written notice served personally or by mail upon the Principal at _____
_____,
or upon the Surety or Sureties at _____
_____,

he will proceed at once to make the repairs specified, and in case of failure to do so, within one (1) week from the date of service of said notice or such additional time as may be fixed therein, the CITY shall have the right to purchase such materials and employ such labor and equipment as may be necessary; to undertake, do and make such repairs, and to be reimbursed by the Principal, Surety or Sureties for the full expense thereof. If it is necessary to make any repair or

MAINTENANCE AND GUARANTEE BOND

set a barricade at once to protect life and property, the CITY may take such action immediately, without notice to the Principal, Surety or Sureties. The CITY shall not be obliged to obtain the lowest bids for doing the work, or any part thereof, but the sums actually therefore shall be reimbursed by either the Principal, Surety or Sureties. In this connection, the judgment of the CITY shall be final and conclusive. If the Principal, for a period of one (1) year from the date of the final payment, shall keep the work done under the aforesaid Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance there by the CITY, and shall, whenever given notice as herein provided, immediately proceed to make specified repairs, or, in default thereof, shall reimburse the CITY for expenses incurred in making such repairs, and shall fully indemnify, defend and save the CITY harmless from all suits and actions for damages of every name and description brought or claimed against it, for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of the Principal's employees, agents, subcontractors or material suppliers in the performance of the work required by said Contract, and from any and all claims arising under the Workman's Compensation Act of the State of Michigan, as amended, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____, A.D. 20____.

Signed, Sealed and Delivered in the Presence of:

_____	_____ (L.S.)
_____	_____ (L.S.)
_____	_____ (L.S.)

Design-Builder (Motor City Electric) Proposal



History of Company

Motor City Electric Technologies Inc. (formerly The Cadre Corporation) was started in 1993 as the automation and controls subsidiary for Motor City Electric Co. Originally formed as an engineering company to complement the services of Motor City Electric Co., the division first worked with the conveyor control systems at various automotive assembly plants. Many of the automotive manufacturers wanted a turnkey approach to conveyor systems design, fabrication, and installation so the decision was made to start The Cadre Corporation to handle the controls portion of these projects. These services were expanded to better utilize engineering resources and the company began doing process controls work for local municipalities. We now offer a wide range of services in the technology field from structured cabling, video surveillance, access controls to plant floor system integration, process engineering, and wireless. In 2001 the company was renamed to Motor City Electric Technologies Inc. to better solidify the connection with our parent company, Motor City Electric.

Motor City Electric now has a Utilities Division, Water/Wastewater Electrical Installation Group, Minority Electrical Group and Professional Engineers on-staff.

Motor City Electric Technologies is committed to being at the forefront of technology and will continue to lead the way into new technologies and markets as the opportunities present themselves.

We are registered as an ISO9001:2015 quality management company and are committed to providing the highest level of customer satisfaction in the industry. Motor City Electric Technologies is also a UL508A certified organization.

Currently Motor City Electric Technologies is a single-source SCADA/Controls/Instrumentation and Security provider for the following municipalities/agencies:

Macomb County Public Works
Oakland Macomb Drainage District
Charter Township of Clinton
Washington Township
City of Roseville
St. Clair Shores
City of Wixom
Wayne County Airport Authority

Oakland County Water Resources Commission
City of Dearborn
Macomb Township
City of Fraser
City of Eastpointe
Southeast Macomb Sanitary District
Great Lakes Water Authority



Motor City Electric Technologies Inc.
ISO 9001:2015

9440 Grinnell St.
Detroit, MI 48213-1151
Phone: 313.921.5300
www.mceco.com

Project Understanding

Motor City Electric Technologies (MCET) is uniquely qualified to perform the Phase 1 SCADA System Project for the City of Livonia.

Being one of the largest electrical contractors in the nation, Motor City Electric has a team of qualified individuals to handle all aspects of large electrical, wireless, low voltage, controls and instrumentation, SCADA, underground, utilities, electrical testing, and alternative energy type projects. Be it consulting engineering services or full-on electrical construction management, the Motor City Electric Team can do it all.

Motor City Electric Technologies' past and present experience allows us to fully understand the importance of operating and maintaining a functional and secure Municipal SCADA Network.

Motor City Electric Technologies has the staff and equipment necessary to properly evaluate, design, install and commission the City of Livonia's new SCADA system.

What sets us apart from the competition is our ability to perform almost every aspect of this project in-house. All of the SCADA, Controls Engineering, Network Engineering, Instrumentation Programming and Electrical work will be performed by Motor City Electric and its subsidiaries. Motor City Electric also has State of Michigan, registered Professional Engineers on staff to handle necessary P/E stamped drawings, coordination with DTE, coordination with the Livonia/Wayne County Road Commission to get necessary Right of Way, easement approvals, perform any easement "line of sight" studies amongst any other high level engineering efforts that require a registered Professional Engineer. The MCE Utilities Group engineers routinely design and coordinate Right of Way work with numerous City, County and State Road Commissions.

Motor City Electric Technologies will be utilizing Rotor Electric as our water/wastewater electrical installation contractor. Rotor Electric is the premier water/wastewater electrical contractor in the Detroit Metro area and Rotor specializes in only water/wastewater electrical installation projects as the skillset and knowledge of explosion proof/hazardous/water environments make these installations different, more complex and specialized than normal electrical installations. Rotor Electric also has extensive knowledge with coordinating with DTE and all of the DTE codes and current requirements for new/existing service installations. Rotor Electric has extensive knowledge and experience with coordinating with Great Lakes Water Authority as this project will require coordination as some of the "shared" metering vaults.

For any mechanical/piping work, MCET will subcontract De-Cal, Inc. MCET and De-Cal have partnered on numerous municipal projects in the past, be it large or small. MCET/De-Cal have worked together on SCADA projects for the City of Dearborn, City of Fraser, City of Roseville, Eastpointe, and St. Clair Shores that required mechanical/piping services.

MCET will also be utilizing HESCO, a premier instrumentation supplier in the Detroit Metro area, as part of our team. HESCO and MCET routinely team up to provide turn-key solutions to the municipal and industrial industries. Both HESCO and MCET have been engaged with the City of Livonia and OHM Consultants on this project since 2020 discussing potential solutions to provide the City of Livonia with the best solution and most importantly finding solutions to contain costs. We are also aware that Phase 2 of this SCADA upgrade will be to incorporate Flow Meters into the cities' system. Both MCET and HESCO, are currently working on the City of Grosse Woods SCADA system and the incorporation Flow Data into the new SCADA system has been flawless.

Motor City Electric Technologies is well versed in Wonderware, FactoryTalk and Intellution SCADA software. We currently are an integrator partner for all three of these SCADA software solutions. The SCADA headend that will be installed for Phase 1 of this project will support Phase 2 and Phase 3 from a hardware, networking, security, and software standpoint.

Being the single-sourced SCADA provider for multiple local municipalities we fully understand the level of security that needs to be established and maintained in these Water/Wastewater systems. With that, we treat these systems as a Homeland Security initiative and design/plan the highest level of security into these systems. We at Motor City Electric Technologies only implement industry standard SCADA software/hardware solutions. *Never will we install proprietary or proprietary "cloud" based systems that either handcuff the owner or take the ownership of the data out of the owner's control and charge monthly fees to host the owner's data on a server bank at an integrator's facility or a rented server bank.*

Motor City Electric Technologies can offer full remote support services of the SCADA system once installed and can be onsite within a few hours if needed. We can provide 24/7 support of your entire SCADA system and can provide ongoing maintenance and optimization services to keep your investment running safe, secure and at the most optimum levels. MCET's ability to function as a single integrator with inter-company extensions that allow us to perform the work under one umbrella is what truly sets us apart.

Work Plan

Challenges

Currently Livonia has no SCADA system and limited assets that have controls/instrumentation. Of the 13 sites listed in Phase 1 of this project, 7 sites currently have DTE power, and 6 sites have no power. The MCET team has experience dealing with DTE planners and the challenges that arise with getting access to DTE Power at each site. We know firsthand the added costs that arise from bringing power to a site that does not currently have it. These costs include but

are not limited to; easements, directional boring and conduit runs. It is MCET's goal to reduce these costs to the customer and find an alternate solution such as solar power. With that said, our team specializes in solar technology and solar solutions for sites just like this. The MCET team has solar installations currently being utilized for Macomb County Public Works, Oakland Macomb Interceptor Drainage District and most recently for the Southeast Macomb Drainage District. This solar technology eliminates the need for costly and time consuming DTE coordination and costly underground/electrician work to bring power to these sites. For sites, CV-01, WVAL-02406, WVAL-04842, WVAL-05823 and WVAL-06873 we propose to use solar technology at these locations. With a small solar array and controller, we can easily power the PLC, DIGI Cellular Modem, Pressure Transducers, LED Vault Lighting, and the sump pumps will be water powered. By providing this technology at these locations will save the City of Livonia hundreds of thousands of dollars alone.

The MCET Team also has experience with coordinating with the Great Lakes Water Authority (GLWA) staff. For site PRV-1, the MCET Team recently coordinated a similar installation for the City of Eastpointe where GLWA allowed Eastpointe to get direct readings from the GLWA SCADApack PLC unit for flow and pressure and allowed Eastpointe to get power for their SCADA panel and equipment from the GLWA Meter panel, thus eliminating a separate DTE service and costly electrical installation of new wiring for a few data points.

For the Wayne Lift Station, it is our intent to furnish and install a DIGI Cellular modem at this location. The City of Livonia will need to work with the controls integrator that provided the PLC Control Panel for this Lift Station as we will need to plug the DIGI Cellular Modem directly into the panel network switch or an Ethernet port directly on the Allen Bradley PLC. Also, the controls integrator of the station will need to set up the specific blocks of data to be transferred between the PLC and the DIGI Cellular Modem so these monitoring data points can be transmitted to SCADA. The MCET Team has performed this same approach countless times with other control systems for Clinton Township, St. Clair Shores, City of Roseville, City of Fraser, and others. This approach keeps design and material costs at a minimum.

Wireless Communication Upgrades

To have Livonia on one communications platform, all sites will be equipped with Cellular Wireless Modems. These devices offer a very robust and cost-effective solution for obtaining radio coverage in areas where adding costly wireless infrastructure is not fiscally responsible. Please note that the Cellular Wireless Modems require a monthly service plan and typically cost \$35-\$50 per month/per device based on the service/data plan. Also, note that these costs **are not** included in this offering. It will be up to the City of Livonia to establish a cellular plan with a provider and to pay these monthly costs. The MCET engineers will assist the owner with this process.

Currently MCE Technologies has installed Cellular Wireless Modems for the following municipalities SCADA systems:

- Washington Township (twenty-five (25) Sites)

- Macomb Township SCADA (sixteen (16) Sites)
- Clinton Township SCADA (thirty-five (35) Sites)
- Oakland Macomb Interceptor District OMID (six (6) Sites)
- City of Fraser (Six (6) Sites)
- City of Roseville (Three (3) Sites)
- City of St Clair Shores (Twenty-Four (24) Sites)

SCADA Control Computer/Software

The proposed SCADA solution will consist of a new SCADA main and redundant server running Rockwell FactoryTalk SE Software. SCADA system will be comprised of a new main/redundant Server, SonicWALL VPN appliance, Workstation Desktop Computer (DPW), backup power UPS, desk monitors, and wireless keyboard/mouse. SCADA software will be Rockwell FactoryTalk View SE and will include WIN911 alarming package for all alarming/callouts of SCADA alarms and alerts. Microsoft SQL and Excel will be furnished for all historical data and reporting.

Alarming is provided via WIN911. The WIN911 Alarming Software will allow personnel to receive and acknowledge phone and text alarms via cell phones, computers, Apple iOS and Android PDA devices. The phone notifications are sent out via a USB TAPI Modem connected to an analog phone line. The text messages are sent out via the cellular modems being provided and act as a backup in the event of a phone outage ensuring that operators still receive alarms.

The owner will need to provide a dedicated internet connection at each SCADA headend with a static IP. The MCET team will assist the owner with this process.

PROJECT CONTACT

Robert Maechtle- Senior Project Manager rmaechtle@mce-tech.com 248-866-5755

REFERENCES

MCET has been providing controls/automation/SCADA services for over 27 years. The following are recently completed SCADA installations:

City of Wixom WWTP SCADA – New WWTP plant-wide SCADA system completed on budget and within the scheduled time frame. Project was slightly delayed due to COVID pandemic. Tim Sikma DPW Director tsikma@wixomgov.org

Washington Township SCADA – New Township-Wide water/wastewater SCADA system completed on budget and within the scheduled time frame. Over 25 remote locations monitored with main and redundant SCADA head ends. Rich Amormino DPW Director amormino@washingtontwpmi.gov

St Clair Shores SCADA – New City-wide water/wastewater SCADA system completed on budget and within the scheduled time frame. Over 24 remote locations monitored with new SCADA headend. Bryan Babcock DPW Director babcockb@scsmi.net

SEMSD SCADA – New SCADA headend upgrade. Currently still working on this upgrade with costs and schedule being met. Over 30 remote locations monitored with main and redundant SCADA head ends. Kip Walby DPW Director KWalby@semsd.org

Charter Township of Clinton SCADA – New Township-Wide water/wastewater SCADA system completed on budget and within the scheduled time frame. Over 30 remote locations monitored with main and redundant SCADA head ends. Chuck Bellmore DPW Director c.bellmore@clintontownshipmi.gov

SCOPE OF SERVICES

Motor City Electric Technologies will provide electrical engineering, layouts, detail design drafting, necessary calculations, programming, electrical installation, and field material as outlined in the Scope of Services section of this bid document.

- A. Electrical engineering will include the following as required:
1. Network Engineering
 2. New control panel electrical schematics
 3. New AutoCAD drawings
 4. New SCADA programming and documentation
 5. Wireless System configuration and programming
 6. SCADA Network configuration and programming
 7. Network Interconnect and cabling diagrams
 8. P/E Stamped drawings
 9. Coordination with DTE
 10. Coordination with Department of Roads for Right of Way (ROW) approvals
 11. Perform line of sight studies and drawings for work in ROW
 12. Surveying and engineered plans for work in ROW
 13. Submittals for record (electronic submittals only)
 14. O&M Manuals (3 electronic manual CD's, 1 hard copy)
 15. Start-up/Debug/Commissioning
 16. Training – 3 – 2 Hour video-taped training sessions.
 17. One (1) set of 11"x17" bond drawings will be submitted for approval processing
 18. Two (2) sets of AutoCAD files on CD
- B. Our proposal includes furnishing and installing the following equipment:
- Remote Sites**
- Please note, at the following sites we anticipate furnishing and installing the following equipment. Remote Sites include:

City of Livonia

- PRV-1 8 Mile and Grand River
- PRV-2 8 Mile and Middlebelt
- PRV-3 Merriman
- PRV-6 7 Mile and Newburgh
- PRV-7 Penn Court
- PRV-12 Newburgh South of 7 Mile
- CV-01 Norfolk and Farmington
- WVAL-02406 Glendale and Stark
- WVAL-04842 Wayne and Plymouth
- WVAL-05823 7 Mile and Canterbury
- WVAL-06873 8 Mile and Osmus
- FS6 – Fire Station
- LS – Wayne Lift Station *
-

Remote Stations will include the following new control equipment:

- DIGI Cellular Modem
- New antenna, connectors, antenna cable
- Allen Bradley PLC Micro820 processor and I/O
- NEMA 4X Stainless Enclosure w/sub-plate
- Circuit Breakers, Terminals, Duct, Wire, Tags
- Relays and Relay Sockets
- Voltage Monitoring Relay
- Power Supply with Battery Back-up

*** Wayne Lift Station will include the following new control equipment:**

- DIGI Cellular Modem
- New Antenna, Connectors and Antenna Cable

Note: Since this lift station has yet to be fully commissioned, it is our plan that the integrator that provided the controls and PLC programming for this Lift Station will allow the new DIGI modem to be plugged directly into an Ethernet port on the Allen Bradley PLC and will set up blocks in the current PLC program to all pre-determined points to be passed through the PLC to the DIGI cell modem so this data can be viewed on SCADA for monitoring purposes. In the future, we can easily set this up so Livonia can have both remote monitoring and control of the Lift Station.

CV-01, WVAL-02406, WVAL-04842, WVAL-05823, WVAL-06873 will include the following solar arrays and solar controllers at each location:

- One (1) Solar Charge Controller
- One (1) Solar Bracket
- One (1) Solar Panel Cable
- One (1) Solar Panel Array, 24V, 85W

Our Proposal includes the furnishing and installing the following new field equipment:

- PRV-1 8 Mile and Grand River
 - High Level Float
 - Dehumidifier
 - New Sump Pump with Testable Backflow Preventer
 - Two Pressure Transducers

- PRV-2 8 Mile and Middlebelt
 - CLA-VAL Flow Metering Package with Position Transmitter and Pressure Transducers
 - High Level Float
 - Dehumidifier
 - New Sump Pump with Testable Backflow Preventer
 - New Pressure Gauges

- PRV-3 Merriman
 - CLA-VAL Flow Metering Package with Position Transmitter and Pressure Transducers
 - Exhaust Fan
 - Dehumidifier
 - New Sump Pump with Testable Backflow Preventer
 - New Pressure Gauges

- PRV-6 7 Mile and Newburgh
 - High Level Float
 - Dehumidifier
 - New Sump Pump with Testable Backflow Preventer
 - Two Pressure Transducers
 - New CLA-VAL Valve Position Transmitter

- PRV-7 Penn Court
 - CLA-VAL Flow Metering Package with Position Transmitter and Pressure Transducers
 - High Level Float
 - Dehumidifier
 - New Sump Pump with Testable Backflow Preventer

- PRV-12 Newburgh South of 7 Mile
 - CLA-VAL Flow Metering Package with Position Transmitter and Pressure Transducers
 - High Level Float
 - Dehumidifier
 - New Sump Pump with Testable Backflow Preventer

- CV-01 Norfolk and Farmington
 - Two Pressure Transmitters
 - High Level Float
 - New Water Powered Sump Pump with Testable Backflow Preventer and Water Meter
 - Valve Position Limit Switch
 - Circuit Setter
- WVAL-02406 Glendale and Stark
 - Two Pressure Transmitters
 - High Level Float
 - New Water Powered Sump Pump with Testable Backflow Preventer and Water Meter
 - Valve Position Limit Switch
- WVAL-04842 Wayne and Plymouth
 - Two Pressure Transmitters
 - Valve Position Limit Switch
- WVAL-05823 7 Mile and Canterbury
 - Two Pressure Transmitters
 - High Level Float
 - New Water Powered Sump Pump with Testable Backflow Preventer and Water Meter
 - Valve Position Limit Switch
- WVAL-06873 8 Mile and Osmus
 - Two Pressure Transmitters
- FS6 – Fire Station
 - Pressure Transducer

Our Proposal includes the following electrical and excavation services:

1. Furnish and install new DTE Services at the following sites:
 - a. PRV-1
 - b. PRV-2
 - c. PRV-3
 - d. PRV-6
2. Modify the existing DTE Service at PRV-7
3. Modify and tie into the existing service at PRV-12
4. Derive power via a Solar Installation at the following sites:
 - a. CV-01
 - b. WAL-02406

- c. WAL-04842
 - d. WAL-05823
 - e. WAL-06873
5. Furnish and install wiring in the pits as shown on the RFP Drawings for:
 - a. Light Fixtures (furnish as shown and required)
 - b. Sump Pumps
 - c. Dehumidifiers
 - d. Pressure Transmitters
 - e. Position Transmitters
 - f. Float Switches
 - g. Valve Limit Switches
 6. Furnish and install wiring to the GLWA Panel for the Flow Signal.
 7. Install the SCADA Panels on new or existing above grade racks as shown and applicable.
 8. Provide trenching to the existing Storm Sewer for installation of the Sump Pump Discharge at the following:
 - a. CV-01
 - b. WAL-02406
 - c. WAL-05823
 9. Provide digging on the outside of Pit for the installation of the above grade Air Gap on the Sump Pump Discharge Piping at the following sites:
 - a. PRV-2
 - b. PRV-3
 10. Electrical permits

SCADA Computer Equipment and software will include the following:

- One (1) SCADA Server Primary DPW *
- One (1) SCADA Back-Up Redundant Server *
- One (1) Workstation Computer with Monitors, Keyboard and Mouse for main SCADA at DPW
- One (1) Workstation Computer with Monitors, Keyboard and Mouse for redundant SCADA
- One (1) SonicWALL VPN Appliance (will handle over 150 VPN Tunnels) Main SCADA System
- One (1) SonicWALL VPN Appliance (will handle over 150 VPN Tunnels) Redundant SCADA System
- One (1) UPS for Main SCADA System
- One (1) UPS for Redundant SCADA System
- One (1) Network Attached Storage Device for Main SCADA System
- One (1) Network Attached Storage Device for Redundant SCADA System
- Two (2) Network Rack, Fan, Wire Management
- A/R – Miscellaneous Cables, Cords, etc.,
- Two (2) Rockwell Factory Talk View SE Unlimited Displays (One Main, One Redundant)
- Two (2) Rockwell Factory Talk Viewpoint Client (One Main, One Redundant)

- Ten (10) Rockwell Factory Talk View Server R/W Clients (Licenses housed on Main Server)
- Ten (10) Rockwell Factory Talk View Server R/W Clients (Licenses housed on Redundant Server)
- Two (2) Win911 Interactive (One Main, One Redundant)
- Two (2) Win911 Factory Talk A&E Client (One Main, One Redundant)
- Two (2) Microsoft Server 2012 R2
- Two (2) Microsoft SQL Server
- Two (2) Microsoft Remote Desktop license
- Two (2) Microsoft Excel

*It is required that the City of Livonia provide a secure internet connection with a static IP at each server location

Service Rates for 2023 and 2024**SCHEDULED**

	Standard	Overtime	Premium
CAD Drawing Services	60.00	81.00	102.00
Panel Fabrication Services	66.00	72.00	113.00
Engineer - Controls / PLC / SCADA / Automation	95.00	128.00	161.00
Engineer - Wireless / RF / Network	115.00	155.00	195.00
Project Manager	125.00	168.00	212.00

EMERGENCY (24/7, 4-Hour Response, 4-Hour Minimum)

Engineer - Controls / PLC / SCADA / Automation	191.00	258.00	325.00
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TRAVEL

Site to Site (Scheduled)	Scheduled Rates Per Above
Site to Site (Emergency)	Emergency Rates Per Above

MATERIAL and SUBCONTRACTORS

Material	Cost Plus 15%
Subcontractors	Cost Plus 10%

Description of Rates

Standard Rate:	Monday through Friday, 8 consecutive hours, between the hours of 7:00 a.m. and 5:00 p.m.
Overtime Rate:	Monday through Friday, in excess of 8 hours per day, Saturdays, and Monday through Friday between the hours of 5:00 p.m. and 7:00 a.m.
Premium Rate:	Sundays and holidays

SEE EXHIBIT 1 PRICING CLARIFICATION FOR NEGOTIATED PRICING

The below costs are annual/monthly fees that will need to be picked up by the City of Livonia to keep the SCADA system current/functional. None of these costs are included in our proposal as these fees are to be picked up and paid by the City of Livonia on an monthly/annual basis. This eliminates any unnecessary markups just for making monthly subscription or annual software renewal payments. Below are anticipated costs based on current pricing from the vendors.

- VMWare Support/Renewals **\$179.00/3 year**
- SonicWALL Support/Renewals \$661/year for each SonicWALL = **\$1,322.00**
- FactoryTalk SCADA Software Support/Renewals **\$5,940.00/year**

SEE EXHIBIT 1 PRICING CLARIFICATION FOR NEGOTIATED PRICING

- Win911 Support/Renewals \$800/year per locations x 2 = **\$1,600.00/year**
- Win911 SMS modem \$40/month = **\$480.00/year**
- Cellular Modem monthly subscription fees **\$35 -\$50** per month based on data. 13 cellular modems x \$50/month x 12 months = **\$7,800 per year ***
- Engineering support to download the latest operating and security patches and to optimize the SCADA system hardware, software will on average take 120 hours to accomplish. Below in this proposal is the MCET Time and Material rates for this service.
120 Hours x \$95/hour = \$11,400

*Please note that the costs of the cellular modems will be determined after a cellular plan has been negotiated between the City of Livonia and the cellular plan provider. Cell costs vary based on data usage and usually come in around the range provided above once the entire SCADA system is up and running.

Exclusions/General Conditions

- MI Sales Taxes as Livonia is Tax Exempt.
- Easement Permit Fees or Easement Acquisition Fees.
- City to dewater and vac each site before work begins.
- For sites with new sump pumps our proposal includes testable back flow preventors to meet code.
- Our proposal includes necessary confined space crews.
- Our proposal includes necessary lane closure plans, and lane closure equipment and personnel as required.
- Our proposal is based on not P/E stamping the controls and electrical portion of the drawings.
- Our proposal is based on the City of Livonia providing a secure internet connection with a static IP at each server location.
- For vaults with existing sump pump work, our proposal includes furnishing new discharge piping with a testable back flow preventer within the vault only. For vaults that require new air gaps be installed above grade, our price is based on reworking the portion of the discharge piping and tying the new discharge piping into the existing discharge pipe that goes to the storm inlet. To verify the integrity of the existing discharge piping our proposal includes using a pipe camera to verify the integrity of the pipe. If the pipe is damaged or collapsed, our proposal does not include replacing the entire run of existing sump discharge piping.
- Our proposal includes necessary site restoration as required.
- For sites utilizing solar power, our proposal includes furnishing new LED lights for the vaults.

- For the sites that we plan to utilize water powered sump pumps the bid requirement is for the contractor to install water meters at these locations to measure that amount of water being used. It is our intent that the City of Livonia will furnish the water meters and the MCE team will install these.
- If the redundant SCADA server/gear/software can be removed from the bid requirements, please **deduct <\$43,500.00>** from this offering.
- Our proposal does not include premium time or shift work to do mechanical work. If shutdowns need to occur during off peak hours, we reserve the right to increase our price accordingly.
- Painting, waterproofing is not included.
- Owner to provide positive shutoff and depressurization where needed for installation of inline devices.
- Architectural drawings and design is not included.
- Site surveying will be performed by MCE Utilities Group. Our proposal does not include land surveying by a professional engineering surveying firm.
- Hazardous waste handling and disposal is not included.
- If P/E stamps on the drawing package are not required, please **deduct <\$30,000.00>** from our proposal. P/E stamped drawings for SCADA, controls, instrumentation and site electrical projects like this scope and magnitude are rarely required.
- Proposal is based on the information spelled out in the bid specifications, drawings, and addendum 1 and 2.
- Water supply for any hydro-powered sumps must be available within valve vaults with valved tie-in point or owner must provide this provision.
- Lead and Asbestos abatement are not included.
- Breakout prices on proposal forms are for accounting purposes only and are not stand alone.
- Duty laptop computers, tablets or PDA's are not included in our proposal.

Livonia SCADA - Phase 1



DPW Building (Primary)

Second Building (Backup)

1U Rack Mount Power Strip

1U Rack Mount Power Strip

Comcast and Cellular Modem Rack Shelf 4U

Comcast and Cellular Modem Rack Shelf 4U

SonicWALL TZ370 FIREWALL 2U

SonicWALL TZ370 FIREWALL 2U

Synology NAS 2U

Synology NAS 2U

Dell Server 4U

Dell Server 4U

UPS 1500VA 4U

UPS 1500VA 4U





Robert Maechtle **Manager/Quality Manager**

Senior Project

NOTABLE ACCOMPLISHMENTS

- Thirty-Six years' experience in estimating municipal/industrial controls systems.
- Thirty years' experience at the level of Senior Estimator or Estimating Manager.
- Thirteen years' experience in Project Management. Manage and direct over 50+ projects on an annual basis.
- Over 20 years' experience as ISO Quality Manager for Motor City Electric, Motor City Electric Technologies Inc. and Motor City Electric Utilities.
- Responsible to get MCET single sourced into the following municipalities for SCADA/Controls/Instrumentation: Macomb County Public Works, Clinton Township, Macomb Township, City of Roseville, City of Eastpointe, City of Fraser, Southeast Macomb Sanitary District, Grosse Pointe Woods, Washington Township, City of Wixom, St. Clair Shores, Oakland County Water Resources Commission, Oakland Macomb Drainage District, Wayne County Airport Authority, Great Lakes Water Authority
- Implementing, administering and internal auditing an ISO 9001 Quality Management System.
- Coordinate and monitor performance of quality management system to top management and ownership to insure compliance.
- Coordinate Steering Committee and Business Evaluation Meetings and maintain meeting minutes
- Assist ISO Team Leaders and Internal Auditors; formulate reports on the status of quality management system
- Manage cost effective quality system improvements.
- Maintain all ISO required documentation
- Oversee Internal Audits and schedule management review meetings.
- Evaluate Corrective Actions, Customer Satisfaction and Preventative Action Reports

NOTABLE ACCOMPLISHMENTS (Continued)

- Direct employees to ensure the highest standard of quality so the organization meets both internal and external requirements
- Ensure all quality standards are met by all departments and that all employees understand the importance of maintaining quality standards
- Develop ongoing matrices and benchmarks of quality standards directed towards improving the performance.
- Work closely with human resources to develop performance improvement programs and appraisals

EDUCATION AND TRAINING

- Lawrence Technological University
- Quality/Leadership/Team Building
- QS9000 by NSF International
- TE9000 by ISF International
- Lead Auditor Training
- Process Based Auditor Training
- ISO9001:2015 by AVU Registrations
- Project Management and Scheduling Training



Matt Burns

Project Manager

NOTABLE PROJECTS

- **Experience with both Municipal and Automotive Controls/Automation**
- **GM Domestic Booster Pump:** Led MCET Team working with GM, Walbridge and UPI on the design and Implementation of a Domestic Booster Water Pump in new GM Factory Zero Powerhouse.
- **Oakland County Pump Stations:** Managed eight different design-build projects across Oakland County for Pump Station Improvements
- **Ford MAP End of Travels:** Currently working with CEC and Ford on the implementation of 30 new Assembly Line End of Travels at Michigan Assembly Plant
- **City of Warren WWTP:** Managed Design-Build Project for New Clarifier Panel Build and Controls Programming for the City of Warren
- **ITC Panel Builds:** Managed ongoing Panel Builds Project for ITC. Security Head End Panels, Gate Security Panels, Remote Security Box
- **GLWA:** Managed multiple Panel Build projects for GLWA across various sites within the Michigan
- **Stelantis:** Managed multiple Panel Build, PLC and Wastewater projects for Detroit Area Stellantis Assembly Plants

EDUCATION AND TRAINING

- **Industrial Engineering, BS**
Michigan State University, East Lansing
Michigan

Previous Work Experience

- FCA/Stellantis "Detroit Assembly Complex Mack" ----- **2018-2021**
 - Process Engineer-Paint Operations
 - TopCoat and Primer Plant Process Lead
 - Launch Team
 - Worked with corporate engineering team, FANUC Programmers, Paint Supplier and skilled trades to launch paint application booths
 - Responsible for quality and throughput for Paint Automation Booths
 - Verified conformance of processes and coordinated engineering, tooling and quality changes involving systems in Assembly Plant Paint Shop



Darin Gilbert

Sr. Project Engineer

NOTABLE PROJECTS

- **Sterling Heights Assembly Plant**
Fiat Chrysler
Plant Floor Information Communications & Technology (ICT) systems
2019 "DT" Launch
2017-2018
- **Municipal Process Instrumentation and Controls Services for Multiple Municipalities for Scheduled and Emergency Maintenance:**
Macomb County, Oakland County, City of Mount Clemens, City of Dearborn, South East Macomb Sanitary District, City of St. Clair Shores, Washington Township, Clinton Township
2007-Current
- **Oakland-Macomb Interceptor Drain (OMID)**
Oakland and Macomb Counties
2010-Current
- **Macomb County Public Works / DWSD, Clintondale Pump Station**
Macomb County
2010-Current
- **Contract #6 CSO Project**
City of Dearborn
2010-Current
- **Pump Station Automation**
Macomb County Public Works
Bon Hur, Violet, Rio Vista, Hoffman Pump Stations
2009
- **Contract #7 & #8 CSO Project**
City of Dearborn
2007-Current
- **Saltillo Assembly Plant**
Fiat Chrysler
QAS and AVI Systems
2009
- **Jefferson North Assembly Plant**
Fiat Chrysler
Hardware and Software Engineering
2007-2008

EDUCATION

- **B.S. in Electrical Engineering, option in Automated Controls**
Michigan Technological University,
Houghton, Michigan

CERTIFICATIONS

- AB Control Logix Training
- AB Factory Talk SE Training
- Allmax Op10 and Antero Training
- AutoCAD Course, Grand Rapids Community College
- Lockout/Tagout-Control of Hazardous Energy
- Siemens Hydrotanker Training



Cody Armstrong

Controls Engineer

NOTABLE PROJECTS

- **Nine Mile Pump Station**
Designed new control panel with redundant processors for 5 pump station in the City of Warren
- **Wixom WWTP SCADA**
Currently designing new FactoryTalk SCADA system and integrating each individual control system into overall SCADA project for monitoring & control over entire wastewater plant
- **Various Oakland/Macomb/Wayne County Projects**
- **Oakland County Biosolids Handling and Septage Receiving**
Designed and provided 6 large control panels, along with approximately 30 other control panels and 150 field devices for the new wastewater project in Oakland County
- **Lansing Board of Water and Light**
Designed dust control panel for automated lime scale and soda ash delivery, complete with fully automated valve cleaning routine
- **GLWA Chlorine Valve Control Panel**
Installed new control panel featuring 300+ manual operators for Chlorine system control
- **MCPW SCADA Upgrade Project**
Worked through 30+ existing MCPW InTouch screens and replicated system in Archestra System Management Console
- **2017 15 Mile Road Sinkhole Incident**
Worked with MCPW repair team to design and install control panels for bypass pumping, coordinated controls and communications between eight onsite VFD's
- **Quarton Road Pump Station and Relief Sewer**
Coordinated the installation and startup of new gate control system and pump station upgrades in Oakland County
- **Washington Township WWTP**
Designed influent pump station and primary process control panel for new Wastewater facility in Washington Township

NOTABLE PROJECTS - CONTINUED

- **Becton Dickinson Cooling Water Control**
Designed and built a fully-custom control panel for existing cooling water system, designed for future inclusion into a SCADA system
- **Springwells Fill Line Improvements**
Designed & provided temporary electrical and control panels for valve control & flow distribution during construction
- **Grand Rapids Renewable Natural Gas**
Built master control panel to communicate with auxiliary treatment systems and ensure product quality is acceptable

EDUCATION AND TRAINING

- **Electrical Engineering, BSEE**
Central Michigan University, Mount Pleasant, MI
- **Honors Program, Centralis Scholar**
Central Michigan University, Mount Pleasant, MI

LICENSES AND CERTIFICATIONS

- AutoCAD/ AutoCAD Electrical
8 years
- Wonderware Intouch/System Platform
6.5 years
- Allen Bradley RSLogix500, RSLogix5000
6.5 years
- Allen Bradley FactoryTalk
6 years
- ClearSCADA Basic Level 1 Course
- UL 508A Qualified Manufacturer Technical Representative



Liviu Hortopanu Controls/SCADA/Network Engineer

NOTABLE PROJECTS

- **Grosse Pointe Woods** - Handled all network design, SCADA headend design, SCADA programming, Alarm Programming, Remote Site Design/Programming, Commissioning and Training of new SCADA system
- **Washington Township Wastewater Treatment Plant:** Handled all SCADA, Network Design, Alarming requirements, Training and Commissioning for the new WWTP.
- **Fraser SCADA System:** Handled all network design, SCADA headend design, SCADA programming, Alarm Programming, Commissioning and Training of new SCADA system
- **Roseville SCADA:** Handled all network design, SCADA headend design, SCADA programming, Alarm Programming, Commissioning and Training of new SCADA system.
- **St. Clair Shores SCADA:** Handled all network design, SCADA headend design, SCADA programming, Alarm Programming, Commissioning and Training of new SCADA system. Performed field startup and commissioning of all remote sites.
- **Wixom WWTP:** Handled all network design, SCADA headend design, SCADA programming, Alarm Programming, Commissioning and Training of new SCADA system for the Wixom WWTP.
- **Macomb Township:** Handled all network design, SCADA headend design, SCADA programming, Alarm Programming, Commissioning and Training of new SCADA system for the upgraded SCADA system.
- **Southeast Macomb Sanitary District/Milk River Water Authority:** Handled all network design, SCADA headend design, SCADA programming, Alarm Programming, Commissioning and Training of new SCADA system hardware and software for both SEMSD and MRWA.
- **City of Dearborn:** Handled as-needed controls/instrumentation/SCADA work.

NOTABLE PROJECTS (Continued)

- **City of Washington Township:** Handled as-needed controls/instrumentation/SCADA work.
- **Charter Township of Clinton:** : Handled as-needed controls/instrumentation/SCADA work

EDUCATION AND TRAINING

Cisco Certification Courses

Rockwell Training Courses

Wonderware Training Courses



LICENSED PROFESSIONAL ENGINEERS (PEs)

Every state regulates the practice of engineering to ensure public safety by granting only Professional Engineers (PEs) the authority to sign and seal engineering plans and offer their services to the public.

To become a licensed Professional Engineer and use the PE seal, engineers must complete several steps to ensure their competency.

- Earn a four-year degree in engineering from an accredited engineering program
- Pass the Fundamentals of Engineering (FE) exam
- Complete four years of progressive engineering experience under a PE
- Pass two intensive competency exams

PEs must also continuously demonstrate their competency and maintain and improve their skills by fulfilling continuing education requirements depending on the state in which they are licensed.

The results are well worth the effort. By combining their specialized skills with their high standards for ethics and quality assurance, PEs add value to the work that we perform for our customers.

- Only a licensed engineer may prepare, sign and seal, and submit engineering plans and drawings to a public authority for approval, or seal engineering work for public and private clients.
- PEs shoulder the responsibility for not only their work, but also for the lives affected by that work and must hold themselves to high ethical standards of practice.
- Licensure for a consulting engineer or a private practitioner is not something that is merely desirable; it is a legal requirement for those who are in responsible charge of work, be they principals or employees.

PE licensure is the engineering profession's highest standard of competence, a symbol of achievement and assurance of quality. **MOTOR CITY ELECTRIC CO.** proudly employs four Professional Engineers.



JAIMIK B. SHAH
ENGINEERING MANAGER

Specialties:
Electrical Engineering
Process & Controls
License Number
6201058953 – Michigan



DAVID R. VOLKMAN, JR.
VICE PRESIDENT, UTILITIES

Specialties:
Electrical Engineering
Utilities
Transmission & Distribution
License Number
6201053220 – Michigan



MICHAEL G. SMARTT II
PROJECT MANAGER

Specialties:
Construction Engineering
Civil Engineering
IPD
License Number
6201062077 – Michigan



RICHARD FREDERICK
SR. ELECTRICAL ENGINEER

Specialties:
Electrical Engineering
Construction Management
Utilities
License Number
620137692 – Michigan
E19283 - California

SEE EXHIBIT 1 PRICING CLARIFICATION FOR NEGOTIATED PRICING

3. BID FORMS

CONTRACTOR will complete the work in accordance with the Contract Documents and Scope of Services for the following bid prices. Quantities are not guaranteed; they are solely for comparing bids and establishing the initial Contract Price. Final payment will be based on actual quantities completed. Please note Phase 1 bid prices may be extended to Phases 2 & 3 of the project, provided the OWNER and CONTRACTOR agree to complete future work at those prices.

The Bid Schedule includes the major work to be completed during Phase 1 of this project. Bid Schedule prices shall exclude the telemetry design and installation for the project at this time.

BID SCHEDULE			
Number	Item	Description of Work	Bid Price \$
1	SCADA system (bid on one or both approaches, select which one will be used for total bid price)	Locally hosted SCADA system design, procurement, hardware & software installation, start-up, programming, testing, and training staff.	247,127.00
		Cloud hosted SCADA system design, procurement, software installation, start-up, programming, testing, and training staff.	X
2	PRV-1	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	125,327.00
3	PRV-2	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	160,782.00
4	PRV-3	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	117,227.00
5	PRV-6	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	131,901.00
6	PRV-7	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	106,021.00
7	PRV-12	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	105,818.00
8	CV-01	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	129,988.00
9	WVAL-02406	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	101,507.00

SEE EXHIBIT 1 PRICING CLARIFICATION FOR NEGOTIATED PRICING

BID SCHEDULE			
Number	Item	Description of Work	Bid Price \$
10	WVAL-04842 (bid on one or both approaches, select which one will be used for total bid price)	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via DTE.	X
		Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via solar and/or micro water turbine power generator.	80,850.00
11	WVAL-05823 (bid on one or both approaches, select which one will be used for total bid price)	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via DTE with electric sump pump.	X
		Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements. Electrical power source via solar and/or micro water turbine power generator. Sump pump to be water powered.	95,908.00
12	WVAL-06873	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	76,679.00
13	Fire Station 6	Design, procure, install, start-up, program, and test all electrical, control, telemetry, and mechanical equipment to meet site requirements.	45,737.00
14	Pump Station Wayne	Design, procure, install, start-up, program, and test all telemetry equipment to meet site requirements.	21,674.00
15	Primary workstation	Procure, install, start-up, and configure the workstation as described in Appendix A.	11,423.00
Total Bid Price \$			1,557,969.00

The Recurring Fees table shall be completed as applicable and include annual pricing for any ongoing subscription fees.

RECURRING FEES			
Number	Item	Description	Annual Amount \$
1	SCADA software subscription (specify the type and amount of licenses included and the annual cost)	SEE ATTACHED SCOPE OF WORK	9,521.00*

SEE EXHIBIT 1 PRICING CLARIFICATION FOR NEGOTIATED PRICING

2	Cellular subscription (include cost per site and total annual amount)	SEE ATTACHED SCOPE OF WORK	7,800.00*
3	SCADA support contract (briefly describe the terms and conditions offered)	SEE ATTACHED SCOPE OF WORK	11,400.00*
Total Annual Amount \$			28,721.00

* SEE ATTACHED SCOPE OF WORK FOR DESCRIPTION OF THESE COSTS AND SERVICES

The Provisionary Allowances table shall include allowance amounts for the cost to furnish and perform work that is uncertain and lacks detail in the Contract Documents.

PROVISIONARY ALLOWANCES			
Number	Item	Description	Allowance Amount \$
1	Permit allowance	The type and quantity of permits is currently unknown, please include an allowance amount for the cost to perform potential permitting work for all Phase I sites.	2,800.00*
2	Utility allowance	The equipment requirements and quantity of utility connections is currently unknown, please include an allowance amount for the cost to perform electrical utility connection work for all Phase I sites.	3,000.00**
Total Allowance Amount \$			5,800.00

* ELECTRICAL AND MECHANICAL PERMITS

** DTE UTILITY SINGLE PHASE CONNECTIONS FEE'S

NOTE: We have not included any Road Commission permitting fees for work to be performed in the right-of-way or any easement permitting fees. Once these fees are determined, MCET will be reimbursed for the permitting fees by the City of Livonia.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Motor City Electric Technologies, Inc.
9440 Grinnell, Detroit, MI 48213

as Principal, hereinafter called Principal, and

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

a corporation duly organized under the laws of the State of **Massachusetts**
as Surety, hereinafter called Surety, are held and firmly bound unto

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

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Dollars (5% of Bid)

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)

Phase 1 SCADA System Design-Build Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of March, 2023.

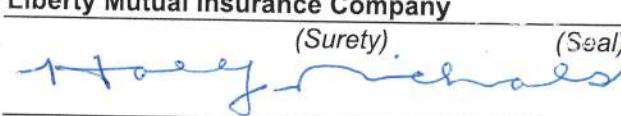
Motor City Electric Technologies, Inc.


(Witness)

{  (Principal) (Seal)
Patrick Mitchell (Title) Senior Vice President

Liberty Mutual Insurance Company


(Witness)

{  (Surety) (Seal)
Holly Nichols (Title) Attorney in Fact



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

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

Certificate No: **8198086-013068**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nicholas Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2018.



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2023.



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

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

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



Date: March 1, 2023
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 1 – PHASE 1 SCADA SYSTEM DESIGN-BUILD SERVICES

Addendum No.1 is being issued as a result of the mandatory prebid meeting held on 02/14/2023. The following documents are attached for your review and consideration:

- Sign-in sheet from mandatory prebid meeting
- Clarifications and responses to questions raised at the mandatory prebid meeting

THE DUE DATE HAS BEEN CHANGED. PROPOSALS ARE NOW DUE NO LATER THAN 2:00 P.M. ON MARCH 28, 2023 VIA UPLOAD TO THE MITN WEBSITE. RFI'S MUST BE RECEIVED NO LATER THAN MARCH 10, 2023. The City does not guarantee a response to inquiries after the RFI deadline has passed. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their bid response. Any further questions or clarifications desired by vendors shall be submitted in writing to Enna Bachelor, Purchasing Manager via email at ebachelor@livonia.gov. No phone calls will be accepted.

---ADDENDUM NO.1 – PHASE 1 SCADA SYSTEM DESIGN- BUILD SERVICES - ACKNOWLEDGEMENT---

Company Name: _____

Signature: _____

Title: _____

Print Name: _____

Motor City Electric Tech
Robert M. Macchle
Project Manager
Robert Macchle Date 3/14/23



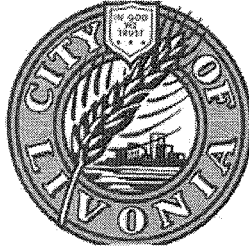
Date: March 8, 2023
From: Enna A. Bachelor, Purchasing Manager
To: Prospective Bidders
Subject: Addendum No. 2 – Phase 1 Scada System Design Build Project

Addendum No 2 is being issued to provide responses to the questions received from potential bidders. (6 pages attached)

THE DUE DATE REMAINS THE SAME. All other provisions of the solicitation remain the same. Firms should acknowledge receipt of this addendum with their bid response. Any further questions or clarifications desired by vendors shall be submitted in writing to Enna Bachelor, Purchasing Manager via email at ebachelor@livonia.gov. No phone calls will be accepted.

---ADDENDUM NO. -- PHASE 2 SCADA SYSTEM DESIGN BUILD PROJECT - ACKNOWLEDGEMENT---

Company Name: Motor City Electric Tech.
Signature: Robert M. Macchittie
Title: Project Manager
Print Name: Robert Macchittie Date 3/14/23



Date: March 28, 2023

From: Enna A. Bachelor, Purchasing Manager

To: Prospective Bidders

Subject: Addendum No. 3 – Phase 1 Scada System Design Build Services

Addendum No. 3 is being issued to clarify that the due date and time for proposals to be received is **MARCH 28, 2023, AT 4:00 P.M.** Proposals received by the due date and time will also be publicly recorded at that time. Public recording will take place on Zoom. Interested parties may use the log in information below to attend.

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

By Phone: Phone (312) 626-6799 Webinar ID: 822 9412 7641

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

---ADDENDUM NO. 3 - Phase 1 Scada System Design Build Services - ACKNOWLEDGEMENT---

Company Name: Motor City Electric Technologies Inc.

Signature: _____

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

Title: Senior Project Manager

Print Name: Robert R. Maechtle

Date 3/28/2023

ACCEPTANCE OF CONDITIONS

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with the City of Livonia in accordance with the contract documents.

NAME OF PROPOSER Motor City Electric Technologies Inc.

BUSINESS ADDRESS OF PROPOSER 9440 Grinnell St., Detroit, MI 48213

BUSINESS TELEPHONE NUMBER OF PROPOSER (313) 957-3466

AUTHORIZED SIGNATURE 

PRINT NAME OF SIGNER Robert R. Maechtle

TITLE OF SIGNER Senior Project Manager

DATE OF SIGNATURE March 28, 2023

FAX NUMBER _____

EMAIL rmaechtle@mce-tech.com

ARCHITECTS. ENGINEERS. PLANNERS.



July 28, 2023

Jacob Rushlow, P.E.
Assistant Director of Public Works
33000 Civic Center Dr.
Livonia, MI 48154

Regarding: SCADA Design Build Contract, Phase 1
Proposal for Program Management and Construction Engineering (CE) Services

Dear Mr. Rushlow:

It is our understanding that the City would like OHM to provide program management and construction engineering (CE) and administration services to support the City during the design-build process for the SCADA Design Build Contract, Phase 1. This project contract includes the design and implementation of a new Supervisory Control and Data Acquisition (SCADA) system and instrumentation at six (6) pressure reducing valve vaults, one (1) control valve, four (4) water valves, one (1) domestic water line at a fire station and one (1) wastewater lift station. This is the first of three phases for this project.

A schedule has been included based off of the proposed schedule within the final contract documents. Based on that effort, we have prepared the attached Scope of Services, Schedule and Proposed Fees to assist the City with the effort necessary to complete this work. We have based our proposal on the terms and conditions of the current Professional Services agreement. The proposed project Supplements (A-C) for this project, as well as a draft of the Exhibit A, are included.

We appreciate this opportunity to provide professional services to the City and look forward to assisting with this management of this contract. Should you find our proposal acceptable, please notify us and we will prepare the final documents for execution. Should you have any questions, please do not hesitate to give me a call at 734-466-4594.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Jessica Katers".

Jessica Katers, PE
Project Manager

CC: Don Rohraff, Director of Public Works
Matt Kennedy, PE, Project Engineer

CITY OF LIVONIA**SCADA DESIGN BUILD CONTRACT, PHASE 1****PROJECT UNDERSTANDING**

The CITY has awarded Phase 1 of the SCADA Design Build Contract. This Contract includes the design and implementation of a new Supervisory Control and Data Acquisition (SCADA) system and instrumentation for six (6) pressure reducing valve vaults, one (1) control valve, four (4) water valves, one (1) domestic water line at a fire station and one (1) wastewater lift station. This project is project includes a total of three (3) phases, work under this contract is all part of Phase I.

This proposal covers the tasks necessary to complete Phase I, specific tasks are as follows:

DESIGN-BUILD OWNER ADVISOR SERVICES - PHASE I

The **Design-Build Owner Advisor Services for Phase I** shall include the following:

- ▼ **Contract Administration Services** shall consist of
 - reviewing DESIGN-BUILDER's monthly pay estimates based on completed design milestones and completed construction work to meet CITY deadlines for payment purposes
 - assisting the CITY staff (i.e., Project Manager) in the resolution of claims, contract interpretations, and review of project schedules and deadlines.
 - CONSULTANT will provide project closeout, consisting of final pay estimate preparation, closeout documentation from the DESIGN-BUILDER, and a balancing Change Order identifying adjustments to the construction contract.
- ▼ **Contract Facilitation Services** shall consist of
 - scheduling the kickoff meeting, design-review meetings, and reoccurring coordination meetings with the CITY and DESIGN-BUILDER for the project;
 - reviewing design and construction documents submitted by DESIGN-BUILDER at the 60% and Final milestones;
 - reviewing information memorandums for SCADA selection basis submitted by DESIGN-BUILDER;
 - assist Owner in establishing and managing project controls including the following components: communication protocols, requests for information with associated logs, scope control, budgeting and cost controls;
 - assuring compliance with all parties' responsibilities to the Contract;
 - assisting in compliance review for all deliverables including drawings, specifications, shop drawings, and any other documentation required by the Contract;
 - review of the DESIGN-BUILDER's project schedule and assisting the CITY with contract clarifications and interpretation as needed;
 - advise the CITY regarding any notices or claims submitted by the DESIGN-BUILDER;
 - review certifications of inspections and tests.

- ▼ **Construction Observation** shall consist of up to two visits to each location during construction for general inspection and observation to determine, in general, if the work is proceeding in accordance with the Contract Documents, and two visits for punchlist and final inspection of completed work. CONSULTANT will review Construction Daily Reports (CDR's) submitted by the DESIGN-BUILDER once construction commences. The CONSULTANT will interact with the DESIGN-BUILDER's supervisory staff to notify them when work is unacceptable and in need of correction, or removal and replacement of specific work elements when necessary.
- ▼ **Complaint Resolution Services** is included as a part of observation. This may include notifying the CITY of:
 - 1) Violations of the CITY ordinance for construction traffic on roads within the CITY
 - 2) Concerns raised by property owners during the construction phase of the project

SERVICES NOT INCLUDED

Changes in scope by Owner will result in additional services and will be billed accordingly. We will provide a proposal for the work at the time of the changes prior to proceeding with the revisions.

- ▼ Permit Fees
- ▼ Easement Documents
- ▼ Materials Testing

CITY'S RESPONSIBILITY

- ▼ Assist DESIGN-BUILDER in locating Public Utilities and Services during construction period, as needed.
- ▼ Provide access to DESIGN-BUILDER at sites where needed.
- ▼ City to install CORP STOPS on pipes at individual sites where necessary as noted on RFP Contract Documents.
- ▼ Dewater the interior of each vault or manhole once, as required.



CITY OF LIVONIA

SCADA DESIGN BUILD CONTRACT, PHASE 1

CONSULTANT shall provide services for the Phase II Tasks outline on Supplement A according to the approximate timeframe below.

Key dates are shown in the following schedule:

<u>Milestone</u>	<u>Date</u>
Contract Award	August 7, 2023
Notice to Proceed	August 8, 2023
Design-Build Start Date	August 28, 2023
Substantial Completion, Phase 1	June 7, 2024
Final Completion, Phase 1	July 12, 2024



CITY OF LIVONIA

SCADA DESIGN BUILD CONTRACT, PHASE 1

Phase II

The CITY agrees to pay the CONSULTANT on an hourly basis, billed monthly, per the 2023 Rate Schedule at the not-to-exceed amount of eighty thousand and zero cents (\$80,000).

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

Rates as reflected subject to review and adjustment on an annual basis.
2023 Public Rates 22-1118

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:
SCADA Design Build Contract, Phase 1

Dated: _____, 2023

This is an Exhibit to the Professional Services Contract dated December 1, 2016, and extended on November 22, 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-Build Owner Advisor Services for the SCADA Design Build Contract, Phase 1, in accordance with attached Supplement A, dated July 28, 2023.

B. PROJECT SCHEDULE

The Project Schedule is attached as Supplement B, dated July 28, 2023.

C. PAYMENTS TO CONSULTANT

CONSULTANT shall be paid on an hourly basis up to an amount not-to-exceed eighty thousand dollars and zero cents (\$80,000) in accordance with the tasks and payment terms on Supplement C, dated July 28, 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

Jessica Katers, PE

By: _____
Rhett Gronevelt, PE

Approved:

Its: _____
Principal

Donald R. Rohraff
Director of Public Works

Approved:

Jacob Rushlow, PE
Assistant Director of Public Works

Approved:

Pursuant to Council Resolution

No.: _____

Michael Slater
Director of Finance

Approved:

Adopted on: _____

Paul A. Bernier
Department of Law

BID OPENING SHEET – PHASE 1 SCADA DESIGN BUILD SERVICES – BID DUE DATE 3/28/2023 PAGE __1__ OF _1__

VENDOR NAME	Decima LLC	J.Ranck Electric	Motor City Electric
CITY & STATE	Detroit, MI	Mt. Pleasant, MI	Detroit, MI
BID DEPOSIT	Bid Bond Submitted	Bid Bond Submitted	Bid Bond Submitted
Total Bid Price	\$623,192.00	\$1,894,425.00	\$1,557,969.00
Total Annual Amount	\$41,800.00	Blank	\$28,721.00
Total Allowance Amount	\$49,000.00	\$115,000.00	\$5,800.00

VENDOR NAME	Shaw Electric		
CITY & STATE	Southfield, MI		
BID DEPOSIT	Bid Bond Submitted		
Total Bid Price	\$1,194.750.00		
Total Annual Amount	\$19,274.00		
Total Allowance Amount	\$43,500.00		

UNOFFICIAL BID RESULTS – AS READ NUMBERS – NOT A BID TABULATION

City Representatives: Enna Bachelor, Purchasing Manager

Leslie Rohraff, Office of the City Clerk

PHASE 1 - SCADA DESIGN BUILD SERVICES EVALUATION SCORE SUMMARY

		Motor City Electric	J Ranck	Shaw Electric	Decima
EVALUATION CRITERIA	MAX PTS	EVALUATOR SCORE			
Qualifications Package and Experience	35	31.4	32.4	27.6	20
See "Qualifications Package" described in this document. Past Involvement with Similar Projects - the written proposal must include a list of specific experience in the project area and indicate proven ability to complete a successful project of this scope. The proposal must also indicate proven ability to have projects completed within the budgeted amounts. A summary of related projects with the original deadline and cost estimate versus the actual completion date and final cost are to be included in this section.					
Proposed Work Plan	35	34.4	29	26	18.4
The proposed Work Plan, at a minimum, shall address: Staffing and personnel, communication and coordination, compatibility with City's standards and objectives, working relationship between Engineer and City Staff, Information which will assist the City in determining the contractor's capability of performing the work, detailed timeline of the design and implementation of the project.					
Proposal Forms (Cost Proposal)	30	25.2	22.8	27.6	26
The Proposal Forms provided in Appendix A shall be used to propose fees. CONTRACTORS shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time. Rates shall include travel expenses. Travel expenses shall not be billed as direct expenses.					
TOTAL SCORE		91	84.2	81.2	64.4

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 21, 2023**

Meeting was called to order at 8:35 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President 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; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer, Don Rohraff, Director of DPW and Doug Moore, Assistant Director of DPW.

6. REQUEST TO AMEND THE QBS ENGINEERING CONTRACT WITH OHM ADVISORS: Department of Public Works, re: for the program management and construction engineering services for the SCADA Design Build Contract, Phase 1. (CR 336-21)

Don Rohraff, Director of DPW, presented the request to Council.

Councilmember Scott Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVAL

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

DPW
August 10, 2023

MEETING DATE

S082123/R090623

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO AMEND THE QBS ENGINEERING CONTRACT WITH OHM ADVISORS: Department of Public Works, re: for the program management and construction engineering services for the SCADA Design Build Contract, Phase 1. (CR 336-21)

BACKGROUND DETAILS

The Department, with assistance from OHM Advisors, prepared a detailed request for proposals to design, implement, and maintain a new SCADA system to monitor 13 water and sewer system facilities on the City's system. OHM also assisted the department through the evaluation and interview process of the prospective firms.

To further assist the Department with this project, OHM would be responsible for providing program management and construction engineering and administration services to support the city during the design-build process. OHM has prepared the attached proposal and contract supplements for these services.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Authorize the Mayor and the City Clerk to execute an amendment outlined in Exhibit A to the QBS Engineering contract with OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 as described in Supplement A – Scope of Service, Supplement B – Project Schedule, and Supplement C – Payments to Consultant and authorize an expenditure in an amount not to exceed \$80,000 from budgeted funds in account no. 592-559-971-000.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

Engineering Services

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

\$80,000.00

DETAILED WORK BEING PERFORMED

Design, implement and maintain a new SCADA system.

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$80,000.00 from budgeted funds in account no. 592-559-971-000.

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

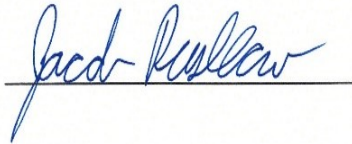
n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): QBS Engineering Contract amendment

ATTACHMENTS

1. Proposal CE Services SCADA Phase 1_07.28.2023

APPROVED BY



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

Date: August 10, 2023



Don Rohraff, Director of Public Works

Date: August 10, 2023



Michael Slater, Finance Director

Date: August 11, 2023



Paul Bernier, City Attorney

Date: August 11, 2023



Maureen Miller Brosnan, Mayor

Date: August 11, 2023

ARCHITECTS. ENGINEERS. PLANNERS.



July 28, 2023

Jacob Rushlow, P.E.
Assistant Director of Public Works
33000 Civic Center Dr.
Livonia, MI 48154

Regarding: SCADA Design Build Contract, Phase 1
Proposal for Program Management and Construction Engineering (CE) Services

Dear Mr. Rushlow:

It is our understanding that the City would like OHM to provide program management and construction engineering (CE) and administration services to support the City during the design-build process for the SCADA Design Build Contract, Phase 1. This project contract includes the design and implementation of a new Supervisory Control and Data Acquisition (SCADA) system and instrumentation at six (6) pressure reducing valve vaults, one (1) control valve, four (4) water valves, one (1) domestic water line at a fire station and one (1) wastewater lift station. This is the first of three phases for this project.

A schedule has been included based off of the proposed schedule within the final contract documents. Based on that effort, we have prepared the attached Scope of Services, Schedule and Proposed Fees to assist the City with the effort necessary to complete this work. We have based our proposal on the terms and conditions of the current Professional Services agreement. The proposed project Supplements (A-C) for this project, as well as a draft of the Exhibit A, are included.

We appreciate this opportunity to provide professional services to the City and look forward to assisting with this management of this contract. Should you find our proposal acceptable, please notify us and we will prepare the final documents for execution. Should you have any questions, please do not hesitate to give me a call at 734-466-4594.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Jessica Katers".

Jessica Katers, PE
Project Manager

CC: Don Rohraff, Director of Public Works
Matt Kennedy, PE, Project Engineer

CITY OF LIVONIA**SCADA DESIGN BUILD CONTRACT, PHASE 1****PROJECT UNDERSTANDING**

The CITY has awarded Phase 1 of the SCADA Design Build Contract. This Contract includes the design and implementation of a new Supervisory Control and Data Acquisition (SCADA) system and instrumentation for six (6) pressure reducing valve vaults, one (1) control valve, four (4) water valves, one (1) domestic water line at a fire station and one (1) wastewater lift station. This project is project includes a total of three (3) phases, work under this contract is all part of Phase I.

This proposal covers the tasks necessary to complete Phase I, specific tasks are as follows:

DESIGN-BUILD OWNER ADVISOR SERVICES - PHASE I

The **Design-Build Owner Advisor Services for Phase I** shall include the following:

- ▼ **Contract Administration Services** shall consist of
 - reviewing DESIGN-BUILDER's monthly pay estimates based on completed design milestones and completed construction work to meet CITY deadlines for payment purposes
 - assisting the CITY staff (i.e., Project Manager) in the resolution of claims, contract interpretations, and review of project schedules and deadlines.
 - CONSULTANT will provide project closeout, consisting of final pay estimate preparation, closeout documentation from the DESIGN-BUILDER, and a balancing Change Order identifying adjustments to the construction contract.
- ▼ **Contract Facilitation Services** shall consist of
 - scheduling the kickoff meeting, design-review meetings, and reoccurring coordination meetings with the CITY and DESIGN-BUILDER for the project;
 - reviewing design and construction documents submitted by DESIGN-BUILDER at the 60% and Final milestones;
 - reviewing information memorandums for SCADA selection basis submitted by DESIGN-BUILDER;
 - assist Owner in establishing and managing project controls including the following components: communication protocols, requests for information with associated logs, scope control, budgeting and cost controls;
 - assuring compliance with all parties' responsibilities to the Contract;
 - assisting in compliance review for all deliverables including drawings, specifications, shop drawings, and any other documentation required by the Contract;
 - review of the DESIGN-BUILDER's project schedule and assisting the CITY with contract clarifications and interpretation as needed;
 - advise the CITY regarding any notices or claims submitted by the DESIGN-BUILDER;
 - review certifications of inspections and tests.

- ▼ **Construction Observation** shall consist of up to two visits to each location during construction for general inspection and observation to determine, in general, if the work is proceeding in accordance with the Contract Documents, and two visits for punchlist and final inspection of completed work. CONSULTANT will review Construction Daily Reports (CDR's) submitted by the DESIGN-BUILDER once construction commences. The CONSULTANT will interact with the DESIGN-BUILDER's supervisory staff to notify them when work is unacceptable and in need of correction, or removal and replacement of specific work elements when necessary.
- ▼ **Complaint Resolution Services** is included as a part of observation. This may include notifying the CITY of:
 - 1) Violations of the CITY ordinance for construction traffic on roads within the CITY
 - 2) Concerns raised by property owners during the construction phase of the project

SERVICES NOT INCLUDED

Changes in scope by Owner will result in additional services and will be billed accordingly. We will provide a proposal for the work at the time of the changes prior to proceeding with the revisions.

- ▼ Permit Fees
- ▼ Easement Documents
- ▼ Materials Testing

CITY'S RESPONSIBILITY

- ▼ Assist DESIGN-BUILDER in locating Public Utilities and Services during construction period, as needed.
- ▼ Provide access to DESIGN-BUILDER at sites where needed.
- ▼ City to install CORP STOPS on pipes at individual sites where necessary as noted on RFP Contract Documents.
- ▼ Dewater the interior of each vault or manhole once, as required.



CITY OF LIVONIA

SCADA DESIGN BUILD CONTRACT, PHASE 1

CONSULTANT shall provide services for the Phase II Tasks outline on Supplement A according to the approximate timeframe below.

Key dates are shown in the following schedule:

<u>Milestone</u>	<u>Date</u>
Contract Award	August 7, 2023
Notice to Proceed	August 8, 2023
Design-Build Start Date	August 28, 2023
Substantial Completion, Phase 1	June 7, 2024
Final Completion, Phase 1	July 12, 2024



CITY OF LIVONIA

SCADA DESIGN BUILD CONTRACT, PHASE 1

Phase II

The CITY agrees to pay the CONSULTANT on an hourly basis, billed monthly, per the 2023 Rate Schedule at the not-to-exceed amount of eighty thousand and zero cents (\$80,000).

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
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Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$198.00

Rates as reflected subject to review and adjustment on an annual basis.
2023 Public Rates 22-1118

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:
SCADA Design Build Contract, Phase 1

Dated: _____, 2023

This is an Exhibit to the Professional Services Contract dated December 1, 2016, and extended on November 22, 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-Build Owner Advisor Services for the SCADA Design Build Contract, Phase 1, in accordance with attached Supplement A, dated July 28, 2023.

B. PROJECT SCHEDULE

The Project Schedule is attached as Supplement B, dated July 28, 2023.

C. PAYMENTS TO CONSULTANT

CONSULTANT shall be paid on an hourly basis up to an amount not-to-exceed eighty thousand dollars and zero cents (\$80,000) in accordance with the tasks and payment terms on Supplement C, dated July 28, 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

Jessica Katers, PE

By: _____
Rhett Gronevelt, PE

Approved:

Its: _____
Principal

Donald R. Rohraff
Director of Public Works

Approved:

Jacob Rushlow, PE
Assistant Director of Public Works

Approved:

Pursuant to Council Resolution

No.: _____

Michael Slater
Director of Finance

Approved:

Adopted on: _____

Paul A. Bernier
Department of Law



LETTER TO THE LIVONIA CITY COUNCIL

14.

Public Service
August 15, 2023

MEETING DATE

R090623

PREPARED BY

Diane Warterian, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND OAKLAND COUNTY INCIDENT MANAGEMENT TEAM: Department of Homeland Security & Emergency Preparedness, re: to enter into a mutual aid agreement with surrounding communities.

BACKGROUND DETAILS

Brian Kahn - Director of Emergency Management

Over the past several years we have seen an increase in emergencies and disasters in our area. Although many have remained localized to one or two municipalities, it has become increasingly apparent that the response requires an effort from partners in our region and in the state. The use of Incident Management teams is increasing as an additional mutual aid response to larger (Type 3) incidents in Michigan.

A Type 3 incident is one which meets one or more of the following conditions listed below and is intentionally flexible, allowing the municipality to apply this guide to their specific needs and situations. Due to differences in infrastructure, incident management capability, population density, available resources, and other factors, it is possible that one jurisdiction may identify an incident at one level of complexity while another jurisdiction may identify it as a different level.

- The incident shows moderate resistance to stabilization or mitigation
- Resources typically do not meet incident objectives within the first 24 hours of resources arriving on scene.
- An incident may extend from several days to over one week.
- The population within and immediately surrounding the incident area may require evacuation or shelter during mitigation.
- An incident threatens, damages, or destroys residential, commercial or cultural properties.
- Critical Infrastructure Key Resources (CIKR) may suffer adverse impacts
- CIKR mitigation actions may extend into multiple operational periods.
- Elected/appointed governing officials and stakeholder groups require some level of coordination.
- Conditions or actions that caused the incident may persist; as a result, there is medium probability of a cascading event or exacerbation of the current incident

Some examples of Type 3 incidents include:

A tornado that damages a small section of a city, village or town; a railroad tank car HAZMAT leak requiring evacuation of a neighborhood or section of a community; a detonation of a large explosive device; an active shooter; a water main break; or a small aircraft crash in a populated area. Planned events can include a county fair or an auto racing event.

The Oakland County Incident Management team has grown over the past few years from being just a county response team to a Type 3 incident management team that includes personnel from various agencies in southeast Michigan. Fire and police personnel from municipalities in, Oakland, Wayne and Monroe Counties are now part of the team, as well as the State Police. Recently, the team has responded to events in Wayne County and has been utilized in many events, such as the Detroit Grand Prix, Freedom Festival fireworks and other planned events.

As the Livonia Emergency Preparedness Director, being part of the Oakland County incident management team can provide an opportunity to make an impact in our community by providing effective and efficient response during disasters and emergencies should they arise here in Livonia or other municipalities in southeast Michigan. As part of the team, we would have direct input into the growth and would benefit by response priority if the team was needed in the City of Livonia. Incident Management teams do not run an incident nor do they take over responsibility for the incident, they assist in the management of an incident to provide for a safe, timely, and efficient response to disasters or emergencies.

Incident Management Teams (IMT) can be implemented when:

- IC/Unified Command role is filled
- EOC activation may be necessary
- There is a need to reduce workload or span of control
- Branch Director position(s) may be filled for organizational purposes and occasionally for span of control
- Division Supervisors, Group Supervisors, Task Forces and Strike Teams/Resource Teams are necessary to reduce the span of control.
- ICS functional units may be necessary to reduce workload
- Incidents typically extend into multiple operational periods.
- Resources may need to remain on scene for over a week and will require logistical support
- An incident may require an incident base to support resources.
- Numerous kinds and types of resources may be required.
- Aviation operations may involve multiple aircraft.
- The number of responders depends on the kind of incident, but could add up to several hundred personnel
- Leaders initiate and follow the formal incident planning process.
- A written IAP may be necessary for each operational period.
- As we know, Michigan is prone to various natural disasters, such as floods, severe weather events and technological/manmade emergencies/disasters. The team comprises highly skilled professionals who are dedicated to providing effective emergency response services to the residents in southeast Michigan. As a member of the team, Livonia will have the opportunity to collaborate with other emergency response agencies and community organizations to develop and implement programs and initiatives that help keep people safe during planned events as well as unplanned incidents.

Entering into this mutual aid agreement as the Director of Emergency Preparedness for Livonia, we will take part in overseeing the development and implementation of emergency plans, training programs, and response procedures that help ensure the safety and well-being of communities during planned events as well as natural disasters, terrorist attacks, and other emergencies.

Additionally, joining the Oakland County Incident Management Team will allow Livonia to gain valuable experience in Type 3 emergency management response practices. By working with the team, Livonia will have the opportunity to develop skills such as risk assessment, incident command, and emergency planning, for a Type 3 incident, which are essential for any emergency preparedness professional.

Some of the requirements in the MOU state:

1. The length of deployment could potentially be up to 14 days. However, in recent events, such as the Ford Motor Company gas leak in Flat Rock and the Saginaw Grain Silo fire for only approximately two days.
2. If the team was deployed to Livonia to support an incident, the first operational period of deployment would be at no cost to signatory members of the MOU.
3. Reimbursement is not guaranteed and is contingent on Oakland county receiving reimbursement to pass through to participating organizations (Livonia).

I have spoken to Livonia Police Chief Goralski and Livonia Fire Chief Jennison and both endorse this MOU if approved. Further, the MOU has been reviewed and approved by Livonia's Law Department and the MMRMA. If you would like more information or would like to further discuss this MOU, please let me know.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Entering into this mutual aid agreement as the Director of Emergency Preparedness for Livonia, we will take part in overseeing the development and implementation of emergency plans, training programs, and response procedures that help ensure the safety and well-being of communities during planned events as well as natural disasters, terrorist attacks, and other emergencies.

Additionally, joining the Oakland County Incident Management Team will allow Livonia to gain valuable experience in Type 3 emergency management response practices. By working with the team, Livonia will have the opportunity to develop skills such as risk assessment, incident command, and emergency planning, for a Type 3 incident, which are essential for any emergency preparedness professional.

Some of the requirements in the MOU state:

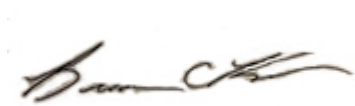
1. The length of deployment could potentially be up to 14 days. However, in recent events, such as the Ford Motor Company gas leak in Flat Rock and the Saginaw Grain Silo fire for only approximately two days.
2. If the team was deployed to Livonia to support an incident, the first operational period of deployment would be at no cost to signatory members of the MOU.
3. Reimbursement is not guaranteed and is contingent on Oakland county receiving

reimbursement to pass through to participating organizations (Livonia).

ATTACHMENTS

1. MOU Oakland County

APPROVED BY

A handwritten signature in black ink, appearing to read "Brian Kahn".

Brian Kahn, Director of Homeland Security & Emergency Preparedness

Date: August 16, 2023

A handwritten signature in blue ink, appearing to read "Paul Bernier".

Paul Bernier, City Attorney

Date: August 16, 2023

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan".

Maureen Miller Brosnan, Mayor

Date: August 18, 2023

OAKLAND COUNTY INCIDENT MANAGEMENT TEAM

Interlocal Agreement between Oakland County and City of Livonia

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Livonia] located at 33000 Civic Center Drive, Livonia, Mi 48154 ("Participating Agency"). County and Participating Agency may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT

Pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, the County and the Participating Agency enter into this Agreement for the purpose of delineating the Parties' roles and responsibilities for their participation in the Oakland County Incident Management Team ("OCIMT") under the direction and supervision of the Oakland County Emergency Management Division ("Emergency Management Division").

The Parties understand that the OCIMT is an all-hazard approach to managing incidents or supporting Unified Commands with personnel trained and qualified in the National Incident Management System ("NIMS"), Incident Command System ("ICS"), and specific ICS positions. The OCIMT will provide support to an Incident Commander by performing ICS functions as required by the incident kind, type, and complexity. The goal is to work together to implement and achieve the NIMS Implementation Objectives of Command and Management at the scene of an incident/emergency, disaster, or catastrophe.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Participating Agency, or for which County or Participating Agency may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Participating Agency** means the City of Livonia including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Participating Agency Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Participating Agency, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above. "Participating Agency Employee" shall also include any person who was a Participating Agency Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **PARTICIPATING AGENCY'S RESPONSIBILITIES.** Subject to the terms and conditions of this Agreement and applicable changes in law, the Participating Agency shall provide at least one Participating Agency Employee for membership in the OCIMT ("Participating Member"). All costs associated with employment, including, but not limited to wages, salary, overtime, benefits, local, state and federal taxes associated with employment, and Worker's Compensation Coverage, shall be the sole responsibility of the Participating Agency. The Participating Agency further understands and agrees that all Participating Members shall:
- a. Complete an application for membership and any other paperwork to be determined by the Emergency Management Division. It is within the sole discretion of the Emergency Management Division whether any Participating Agency's Employee shall become and remain a Participating Member. Participating Agency and Participating Member understand that if accepted to serve as a member of the OCIMT, the Participating Member may be deployed for a period of up to fourteen (14) Days. The length of deployment will depend on the incident type, but the Participating Agency must anticipate the maximum duration.
 - b. Comply with all of the OCIMT's policies and procedures.
 - c. Attend and successfully complete the following training:
 - i. NIMS ICS-100, 200, 700, and 800 (pre-requisites for OCIMT membership).
 - ii. NIMS IS-300 and 400 (pre-requisites for OCIMT membership).
 - iii. Command and General Staff Functions for Local IMT.

- iv. Position specific training, which will include classroom instruction, exercises, field experience, and completion of Position Task Books.
 - v. Any other training to be determined by the OCIMT.
- d. Maintain annual continuing education requirements.
 - e. Maintain the ability to respond, when activated, for exercise or deployment within a time frame determined by the OCIMT.
 - f. Attend and participate in activation drills, whether deployed or not, for readiness assessment.
 - g. Not suffer any loss of pay, rank, leave time, or opportunity by the Participating Agency while participating in any training, deployment, drill, and/or exercise required by the OCIMT.
3. **PARTICIPATING AGENCY'S INSURANCE REQUIREMENTS.** The Participating Agency shall have adequate insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in the OCIMT.
4. **COUNTY'S RESPONSIBILITIES.**
- a. The County shall provide reimbursement to the Participating Agency in accordance with Section 6.
 - b. The County shall provide the Participating Agency with a copy of the OCIMT's policies and procedures.
5. **SCOPE OF AUTHORITY.** The OCIMT will provide support to an Agency having Jurisdiction (AHJ) during an incident/emergency, disaster, or catastrophe. However, the OCIMT will not take over the incident command and management from the AHJ, unless the OCIMT receives a Delegation of Authority from the AHJ.
6. **REIMBURSEMENT.**
- a. Reimbursement is not guaranteed and is contingent upon the County receiving reimbursement to pass through to the Participating Agency.
 - b. Any reimbursement shall be consistent with the Michigan Emergency Management Act (MCL 30.401 *et seq.*) and any existing mutual aid agreements, including the Michigan Emergency Mutual Aid Compact (Intrastate) and/or the Emergency Management Mutual Aid Compact (Interstate). If there is a Presidential Disaster Declaration for an incident/emergency, disaster, or catastrophe and the OCIMT is deployed, then the County may seek reimbursement in accordance with Federal Emergency Management Agency reimbursement policies.
 - c. If the Participating Agency has not executed a mutual aid agreement, then any reimbursement to the Participating Agency shall be made pursuant to the written procedures and policies established by the Director of the Emergency Management & Homeland Security Department, which may be amended from time to time in the sole discretion of the Director, upon written notice to the Participating Agency.
 - d. All reimbursement requests shall be supported by adequate documentation, as determined by the Emergency Management Division.

7. **OVERSIGHT.** The Oakland County Grant Allocation Committee (“GAC”) is comprised of representatives from local response agencies, organizations, and special operations teams that receive grant funding. GAC will provide recommendations and counsel regarding the direction and operation of the OCIMT.
8. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
9. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate, or governmental authorization to the requesting Party.
10. **DURATION OF INTERLOCAL AGREEMENT.**
 - a. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of the governing body of each Party.
 - b. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 13.
11. **ASSURANCES.**
 - a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
 - b. **Responsibility for Attorney Fees and Costs.** In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
 - c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
 - d. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 12. DISCRIMINATION.** The Parties shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 13. TERMINATION OR CANCELLATION OF AGREEMENT.**
- a.** Either Party may terminate or cancel this Agreement for any reason upon 30 Days written notice before the effective date of termination or cancellation. The effective date for termination or cancellation shall be clearly stated in the notice.
 - b.** The County may immediately terminate or cancel this Agreement or a Participating Member's membership in the OCIMT, if the Participating Agency or Participating Member failed to comply, within the County's discretion, with federal, state, or local law, or any requirements contained in this Agreement. The County shall incur no penalty, expense, or liability if it terminates or cancels this Agreement in accordance with this Section.
- 14. AGREEMENT MODIFICATION OR AMENDMENT.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by the Party's governing body.
- 15. DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 16. RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 17. NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 18. NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 19. SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed

from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three Days after mailing first class or certified U.S. mail.
- a. If Notice is sent to County, it shall be addressed and sent to: _____.
- b. If Notice is sent to Participating Agency, it shall be addressed and sent to:
- City of Livonia
Director, Emergency Preparedness and Homeland Security
33000 Civic Center Dr.
Livonia, MI 48154
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties, and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

IN WITNESS WHEREOF, [insert name and title of Participating Agency official] hereby acknowledges that he/she has been authorized by a resolution of the [insert Participating Agency], a certified copy of which is attached, to execute this Agreement on behalf of Participating Agency and hereby accepts and binds Participating Agency to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
[insert name of official, title, and name of Participating Agency]

WITNESSED: _____ DATE: _____
[insert name, title]

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland



LETTER TO THE LIVONIA CITY COUNCIL

15.

Engineering
August 17, 2023

MEETING DATE

R090623

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR ADDITIONAL EXPENDITURE: Engineering Division, re: MEDC Grant - Greenmead Regional Detention Pond Project, Phase 1 - Whispering Willows Inline Channel Storage Improvements (CR 123-23)

BACKGROUND DETAILS

Pursuant to Council Resolution No. 123-23, adopted April 10, 2023, the City Council authorized the award of the construction contract to Sole Underground LLC for the MEDC Grant Greenmead Regional Detention Pond Project – Phase I – Whispering Willows Inline Channel Storage Improvements in the amount of \$397,300. Additionally, \$21,000 was awarded to Hubbell, Roth & Clark, Inc.(HRC) for inspection fees for this project.

In order to complete this project, some additional work was necessary. These items included; ditch cleaning along the east side of Newburgh Road, the cleaning of the bottom of the pipe arch culvert on hole #17, the removal of an additional tree/brush which was requested by golf course personnel, additional rip-rap between the existing 36-inch concrete outlet on the east side of Newburgh to the upstream end of the pipe arch culvert, the undercutting required to construct the asphalt cart path along with increasing the height of the asphalt curb, the installation of fence posts and gate for future access, the planting of arborvitae, restoration work to remove the storm sewer pipe and provide a connection to the new proposed stand pipe and the extension of the irrigation system to allow future maintenance of the turf restoration.

In order to close out this project, we respectfully request that the Council approve the following:

- Authorize an additional expenditure in the not-to-exceed amount of \$75,208.46 to Sole Underground, LLC, 5940 Commerce Drive, Westland, Michigan 48185 from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000. This will bring the total final contract amount with Sole Underground, LLC to \$472,508.46.
- Authorize an additional expenditure in the not-to-exceed amount of \$17,000 to Hubbell, Roth & Clark, Inc., P.O. Box 824, Bloomfield Hills, Michigan 48303-0824 for the additional inspection from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000. This will bring the total final contract amount with Hubbell, Roth & Clark, Inc. for inspection from \$21,000 to a not-to-exceed amount of \$38,000.
- Authorize an additional expenditure in the not-to-exceed amount of \$5,000 to Hubbell, Roth & Clark, Inc., P.O. Box 824, Bloomfield Hills, Michigan 48303-0824 from the Capital Projects Fund –

Land Improvements, Account No. 401-000-974-000 for the as-built project plans.

- Waive the formal bidding process under Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding as it relates to the replacement and additional irrigation required to complete the project.
- Authorize an additional expenditure in the not-to-exceed amount of \$39,788.00 to D & B Landscaping, Inc., 13222 Merriman Road, Livonia, Michigan 48150 from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000 for the replacement and additional irrigation required to complete the project.
- Authorize the City Engineer to approve minor adjustments to the work, as required.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

- Authorize an additional expenditure in the not-to-exceed amount of \$75,208.46 to Sole Underground, LLC, 5940 Commerce Drive, Westland, Michigan 48185 from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000. This will bring the total final contract amount with Sole Underground, LLC to \$472,508.46.
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- Authorize an additional expenditure in the not-to-exceed amount of \$5,000 to Hubbell, Roth & Clark, Inc., P.O. Box 824, Bloomfield Hills, Michigan 48303-0824 from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000 for the as-built project plans.
- Waive the formal bidding process under Section 3.04.140.D.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding as it relates to the replacement and additional irrigation required to complete the project.
- Authorize an additional expenditure in the not-to-exceed amount of \$39,788.00 to D & B Landscaping, Inc., 13222 Merriman Road, Livonia, Michigan 48150 from the Capital Projects Fund – Land Improvements, Account No. 401-000-974-000 for the replacement and additional irrigation required to complete the project.
- Authorize the City Engineer to approve minor adjustments in the work, as required.

SPECIFIC NAME OF PRODUCT AND NUMBER TO BE PURCHASED (if more than one)

n/a

CONTRACT: Amount and/or purchase price and length of contract (with dates if applicable)

Sole Underground, LLC increase of \$75,208.46, total of \$472,508.46

Hubbell, Roth & Clark, Inc. increase of \$17,000, total of \$38,000

Hubbell, Roth & Clark, Inc. additional expenditure of \$5,000

D & B Landscaping additional expenditure of \$39,788

DETAILED WORK BEING PERFORMED

Completion of Whispering Willows Inline Channel Storage Improvements

FISCAL CONSIDERATIONS (Amount requested and Account(s) used. If applicable, Grant Funding information)

\$136,996.46 from Capital Projects Fund - Land Improvements, Account No. 401-000-974-000

ACCEPTANCE OF BID (Please detail the following: Why accepted, why not lowest bidder, company name, contact person, full address)

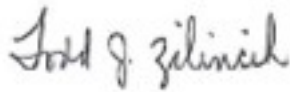
n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Sole supplier for City Hall campus and surrounding areas

ATTACHMENTS

1. HRC Payment Recommendation #3, 8-16-23
2. D&B WWGC Irrigation Proposal, 5.26.23
3. CR 123-23

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: August 17, 2023



Don Rohraff, Director of Public Works

Date: August 17, 2023



Michael Slater, Finance Director

Date: August 18, 2023



Paul Bernier, City Attorney

Date: August 18, 2023



Maureen Miller Brosnan, Mayor

Date: August 18, 2023



August 16, 2023

City of Livonia
Engineering Department
12973 Farmington Rd.
Livonia, Michigan 48150

Attn: Mr. Todd Zilincik, P.E., City Engineer

Re: Recommendation of Payment No. 3
Section 5 Stormwater Management Project – Phase 1

HRC Job No. 20210904

Dear Mr. Zilincik:

We have reviewed the enclosed Pay Estimate No. 3 and Contractor's Declaration from Solé Underground, LLC. for work performed on the above referenced project from June 13, 2023 and August 11, 2023. The contractor has earned a total of \$472,508.46 thus far and has been previously paid \$357,906.40. Enclosed is the City's Progress Estimate, which verifies to the best of our knowledge that work that has been completed. The retainage account should be at its maximum, per the contract, at \$19,865.05 not including incurred interest. Therefore, we are recommending payment be made to Solé Underground, LLC. in the amount of \$94,737.06.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



John Nagle, P.E.
Manager

Enclosure

pc: City of Livonia, D. Rohraff, D. Lear
Solé Underground, A. Atiyeh
HRC; D. Mitchell, B. Shepler, File

August 14, 2023

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Attention: Todd Zilincik, P.E., City Engineer

Re: **Pay Application No. 3**
Section 5 Stormwater Management Project

HRC Job No. 20210904

Ladies and Gentlemen:

We hereby recommend payment for work completed to date, to Solé Underground, LLC. based on the following quantities:

PAY APPLICATION NO. 3
SECTION 5 STORMWATER MANAGEMENT PROJECT - PHASE 1
CITY OF LIVONIA

No.	Item	Bid Quantity	Unit Price	Quantities	Total Quantities Constructed	Total Amount Earned
				6/13/2023 to 8/11/2023		
1.	Mobilization, Max 5%	1 ls	\$20,000.00	0.00	1.00	= \$ 20,000.00
2.	Color Audio-Video Route Survey	1 ls	\$5,000.00	0.00	1.00	= \$ 5,000.00
3.	Tree, Rem, 6 inch to 18 inch	1 ea	\$1,000.00	0.00	1.00	= \$ 1,000.00
4.	Culv, Rem, 24 to 48 inch, special	12 lft	\$100.00	0.00	12.00	= \$ 1,200.00
5.	Clearing	0.95 ac	\$40,000.00	0.00	0.95	= \$ 38,000.00
6.	HMA Surface, Rem	360 syd	\$10.00	0.00	392.53	= \$ 3,925.30
7.	Fence, Rem	180 lft	\$5.00	0.00	94.00	= \$ 470.00
8.	Pavt, Rem, Special	40 syd	\$100.00	0.00	40.00	= \$ 4,000.00
9.	Wood Bridge, Rem, Special	1 ea	\$2,000.00	0.00	1.00	= \$ 2,000.00
10.	Excavation, Earth	1,788 cyd	\$50.00	0.00	1,678.00	= \$ 83,900.00
11.	Embankment, CIP	375 cyd	\$20.00	0.00	375.00	= \$ 7,500.00
12.	Station Grading, Cart Path, Mod	3 sta	\$3,000.00	0.00	3.10	= \$ 9,300.00
13.	Culv, HDPE, 24 inch, OC	41 lft	\$100.00	0.00	41.00	= \$ 4,100.00
14.	Culv, Conc, 24 inch, OC, Tr Det B	21 lft	\$150.00	0.00	21.00	= \$ 3,150.00
15.	Culv End Section, 24 inch	2 ea	\$2,500.00	0.00	2.00	= \$ 5,000.00
16.	Ditch Enclosure Pipe, 8 inch	432 lft	\$70.00	0.00	431.00	= \$ 30,170.00
17.	Maintenance Basin, 24 inch	2 ea	\$5,000.00	0.00	2.00	= \$ 10,000.00
18.	Maintenance Basin, 48 inch	1 ea	\$7,000.00	0.00	1.00	= \$ 7,000.00
19.	RipRap, Plain	100 ton	\$160.00	90.00	229.91	= \$ 36,785.60
20.	Aggregate, 6A	60 ton	\$50.00	241.64	301.64	= \$ 15,082.00
21.	Sewer Tap, 24 inch	1 ea	\$2,000.00	0.00	1.00	= \$ 2,000.00
22.	Aggregate Base, 21AA, 4 inch, CIP, Special	495 syd	\$10.00	-45.00	495.00	= \$ 4,950.00
23.	HMA, 5E1, Mod	85 ton	\$200.00	0.00	75.96	= \$ 15,192.00
24.	Fence, Chainlink, 72 inch	180 lft	\$25.00	180.00	180.00	= \$ 4,500.00
25.	Turf Restoration	6500 syd	\$8.00	2392.00	8,375.00	= \$ 67,000.00
26.	Property Protection Fence	990 lft	\$4.00	0.00	1,452.00	= \$ 5,808.00
27.	Maintaining Traffic	1 ls	\$5,000.00	0.00	1.00	= \$ 5,000.00
28.	Maintenance Gravel	400 ton	\$50.00	0.00	158.13	= \$ 7,906.50
29.	Soil Erosion and Sedimentation Control	1 ls	\$2,500.00	0.00	1.00	= \$ 2,500.00
30.	Construction Stone Access Drive	1 ls	\$10,000.00	0.00	1.00	= \$ 10,000.00
31.	Miscellaneous Easement Conditions	1 ls	\$5,000.00	0.00	1.00	= \$ 5,000.00
32.	Maintain Existing River flow	1 ls	\$10,000.00	0.00	1.00	= \$ 10,000.00
33.	Observation Crew Days (minimum 30 days)	30 day	\$700.00	24.3	54.29	= \$ 38,000.00

PAY APPLICATION NO. 3
SECTION 5 STORMWATER MANAGEMENT PROJECT - PHASE 1
CITY OF LIVONIA



No.	Item	Bid Quantity	Unit Price	Quantities 6/13/2023 to 8/11/2023	Total Quantities Constructed	Total Amount Earned
CHANGE ORDER NO. 1, ITEM NO. 2						
34.	Clean existing arch culvert on golf course	1 LS	\$ 4,000.00	1.0	1.00	= \$ 4,000.00
35.	Clean existing ditch located between the 17th tee box and newburgh road	1 LS	\$ 4,260.00	1.0	1.00	= \$ 4,260.00
36.	Undercut for cart path by Nagle Paving	1 LS	\$ 4,078.56	1.0	1.00	= \$ 4,078.56
37.	Additional tree clearing and trimming behind the 17th tee box	1 LS	\$ 4,500.00	1.0	1.00	= \$ 4,500.00
38.	Installation of asphalt curb and spillways	1 LS	\$ 3,000.00	1.0	1.00	= \$ 3,000.00
39.	Installation of 7 giant arborvites, fixed retaining wall and installed river rock in easement area	1 LS	\$ 8,800.00	1.0	1.00	= \$ 8,800.00
40.	Additional sod watering	1 LS	\$ 5,582.50	1.0	1.00	= \$ 5,582.50
41.	Additional work by MC Restoration	1 LS	\$ 3,348.00	1.0	1.00	= \$ 3,348.00
42.	Installation of fence gates and fence fabrics	1 LS	\$ 7,500.00	1.0	1.00	= \$ 7,500.00
SUBTOTAL PROJECT AMOUNT						\$ 465,439.40
SUBTOTAL CHANGE ORDER NO. 1, ITEM NO. 2						\$ 45,069.06
LESS OBSERVATION CREW DAYS						\$ 38,000.00
TOTAL AMOUNT EARNED						\$ 472,508.46
PREVIOUS RETAINAGE						\$ 19,865.00
INC./DEC. RETAINAGE (Max. 10% up to 50% of Contract)						\$ -
LESS PREVIOUS PAYMENTS - PAY ESTIMATE NO.1						\$ 278,156.39
LESS PREVIOUS PAYMENTS - PAY ESTIMATE NO.2						\$ 79,750.01
TOTAL AMOUNT TO BE PAID TO SOLÉ UNDERGROUND, INC. - PAY ESTIMATE NO. 3						\$ 94,737.06

Enclosed is the Contractor's Pay Request and Declaration per the project specifications.

Very Truly Yours,

HUBBELL, ROTH & CLARK, INC.

John Nagle, P.E., Manager

Enclosure

p.c. City of Livonia, D. Rohraff, D. Lear
Solé Underground, A. Atiyeh
HRC; D. Mitchell, B. Shepler, File



"We Help
Mother Nature" ®

Main Office:

13222 Merriman Rd.
Livonia, MI 48150-1816
Phone: 734-524-1030
Fax: 734-524-1031
www.db-landscaping.com

- Design, Installation
Maintenance
- Turf Installation
Hydroseeding
Sodding
- Hardscape Construction
Paving Brick
Wallstone
Granite Boulders
- Water Features
Ponds, Falls
Gardens, Fountains
- Landscape Lighting
- Lawn Irrigation
Installation & Service
- Commercial Grounds
Maintenance and
Snow Removal

• *Serving* •

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Industrial Marketplaces*

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Member of Michigan Green
Industry Association
Michigan Nursery and Landscape
Association and Construction
Association of Michigan



D&B Landscaping, Inc.

Established in 1972

May 26, 2023



Mr. Todd Zilincik
City of Livonia
12973 Farmington Road
Livonia, MI 48154

RE: Whispering Willows – Hole #17, Irrigation System

Dear Todd:

The following is our budget estimate to install 10 Rainbird Golf irrigation sprinkler heads and 900 feet of 2 ½" of PVC pipe.

Description of Work

Work to include all labor, materials and clean up.
Site plan is attached for your review.

Budget Estimate Cost: \$41,650.00

Thank you for the opportunity of submitting this proposal to you. Please call, if I can
Be of further assistance.

Sincerely,

Ronald S. Bywalec
Irrigation Manager



D&B Landscaping, Inc.

Excellence in Irrigation since 1972

Ronald S. Bywalec

Division Manager
Irrigation and Landscape Lighting

Installation and Service

Main Office

13222 Meridian Road
Livonia, MI 48150-1816

Phone (734) 524-1030 ext. 6444

Fax (734) 524-1029

E-mail: ronbywalec@db-landscaping.com

Website: www.db-landscaping.com



May 26, 2023

Whispering willows irrigation system
add 10 golf-Rain Bird Rotors

and a communication from the Mayor, dated March 10, 2023, the Council does hereby amend CR 46-23 to adjust and correct compensation for the classification of Police Reserve Officer, pursuant to which CR 46-23 is amended to read as follows:

RESOLVED, that having considered a communication from the Human Resources Director, dated January 19, 2023, which bears the signatures of the Director of Finance and the City Attorney, and is approved for submission by the Mayor, which transmits resolution no. 23-21 adopted by the Civil Service Commission on January 18, 2023, wherein the Commission recommended approval of an hourly wage increase for the classification of Police Reserve Officer from \$12.50 per hour to \$15.00 per hour, and upon the motion by Councilmember Scott Morgan, seconded by Councilmember Rob Donovic, at the Regular Meeting held February 13, 2023, requesting to increase the hourly wage for the classification of Police Reserve Officer to \$18.00 per hour, the Council does hereby approve an hourly wage increase for the classification of Police Reserve Officer from \$12.50 per hour to \$16.00 per hour with an annual cost of living increase that mirrors the Livonia Police Officers Association (LPOA) Contract.

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

On a motion by Vice President Toy, supported by Councilmember McCullough, and unanimously adopted, it was:

#123-23 RESOLVED, that having considered the report and recommendation of the City Engineer, dated March 16, 2023, submitted pursuant to Council Resolution Nos. 95-22, 156-22 and 33-23, 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 Recommendation of Award by Hubbell, Roth & Clark, Inc., dated March 22, 2023, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute a contract between the City of Livonia and Sole Underground, LLC, 5940 Commerce Drive, Westland, MI 48185, for performing all work required in connection with the Michigan Economic Development Corporation (MEDC) Grant – Greenmead Regional Detention Pond Project Phase I, Whispering Willows Channel Storage Improvements, Denmar Drain Channel Improvements, and agreed upon inspector days of 30 based upon the Engineering Division's estimate of units involved and subject to a final payment based upon the actual units

completed in accordance with the unit prices accepted herein, for a total amount not to exceed \$418,300.00; the same having been in fact the lowest bid received which meets all specifications; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$397,300.00 – representing the bid price less the amount for inspector days - from funds budgeted in Account No. 401-000-974-000 (Capital Projects Fund – Land Improvements) for this purpose payable to Sole Underground, LLC, 5940 Commerce Drive, Westland, Michigan 48185; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$21,000.00 from funds budgeted in Account No. 401-000-974-000 (Capital Projects Fund – Land Improvements) payable to Hubbell, Roth & Clark, Inc., P.O. Box 824, Bloomfield Hills, MI 48303-0824 (“HRC”) pursuant to the Qualification-Based Selection Contract between HRC and the City, approved by Council Resolution 336-21, adopted on November 22, 2021, under which HRC may be called upon to provide inspector services for a quoted fee; 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.

Ronald Riggio, 37204 Bretton, thanked the City and asked about replacement landscaping Plans.

There was no Audience Communication.

On a motion by Vice President Toy, supported by Councilmember McCullough and unanimously adopted, this 1,966th Regular Meeting of the Council of the City of Livonia was adjourned at 7:51 p.m.

Susan M. Nash, City Clerk



LETTER TO THE LIVONIA CITY COUNCIL

16.

Law
August 14, 2023

MEETING DATE

R090623

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVONIA AND THE GROWTH WORKS: Department of Law, re: to provide improved services for the Youth Assistance Diversion Program, commencing September 1, 2023.

BACKGROUND DETAILS

Pursuant to CR 302-20, the City of Livonia entered into a Memorandum of Understanding with Growth Works to provide improved services for the Youth Assistance Diversion Program, and concomitantly, provide savings to the City.

The Livonia Police Department will administer the program directly with Growth Works. The police department will be responsible for referring youths between the ages of 7 to 17 who have committed certain offenses. The referral will be directly to Growth Works and the police will monitor the progress of those youths that have been referred to ensure compliance with the program.

The Growth Works program is a well-established juvenile justice diversionary program which will offer an improved scope of services to our youths in need. For example, Growth Works offers group counselling, which was not previously offered under our Youth Assistance Program. The Livonia Police Department's School Liaison Officers were involved in structuring this new relationship, and strongly support the move to Growth Works.

Additionally, the restructuring will provide significant cost-savings to the City. All of the funding for the program is provided by the State of Michigan (MDHHS Child Care Fund) and Wayne County millage funds administered by the Conference of Western Wayne.

Attached for your consideration is an updated Memorandum of Understanding between Growth Works and the City of Livonia commencing September 1, 2023.

If you have any questions, comments, or changes, please do not hesitate to contact the Law Department.

PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

Approve Memorandum of Understanding between Growth Works and the City of Livonia and

authorize the Mayor and City Clerk to execute same.

ATTACHMENTS

1. Livonia Updated Draft MOU 081423

APPROVED BY



Paul Bernier, City Attorney

Date: August 14, 2023



Maureen Miller Brosnan, Mayor

Date: August 16, 2023

GROWTH WORKS

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between City of Livonia, whose address is 33000 Civic Center Drive, Livonia, MI 48154, and Growth Works, Inc. whose address is 271 South Main Street, Plymouth Michigan 48170.

RECITATIONS:

Growth Works, Inc. administers a Youth Diversion Program (the “Program”), the goal of which is to improve patterns of behavior in minor offenders through alternatives to the criminal justice system, while meeting community standards and expectations of victims and/or complaining parties.

Growth Works, Inc. provides the services relative to the Program, which are funded pursuant to an agreement between it and the Conference of Western Wayne (“CWW”); however, funding is only available to cover the cost of services for residents of Wayne County.

The parties decide to memorialize their agreement in writing.

MEMORANDUM OF UNDERSTANDING

I. PURPOSE

- a. The purpose of this directive is to establish guidelines for the City of Livonia organization dealing with the referral process to the Youth Diversion Program. The goal of the program is to improve patterns of behavior through alternatives outside of the criminal justice system, meeting the community standards and the expectations of the involved victims and/or complaining parties. The ages of the youth to be placed in this program should be between the ages of twelve and seventeen years and six months.

II. POLICY

- a. Growth Works, Inc. will administer the Youth Diversion Program and City of Livonia will make referrals to Growth Works, Inc.
- b. Qualified individuals will be referred to the Growth Works, Inc. Client Services Supervisor who will oversee the day-to-day operations of the program. Participants will undergo an assessment which may recommend various interventions with the goal of reducing the number of repeat offenders.

III. DEFINITIONS

- a. Youth: For the purposes of this directive, the term “Youth” will refer to any offender between the ages of twelve to seventeen years and six months.

- b. First Time Offender: An offender who has never been charged with any crime in the past.
- c. Client Services Supervisor: Responsible for the daily administration of the Diversion Program

IV. FUNDING

- a. Growth Works, Inc. will utilize Child Care Funds and 1/10 Mil Funding to cover program related expenses.
 - i. In the event City of Livonia community is accessing 1/10 Mil for services; that funding is to be made available to Growth Works to perform the duties of this program.
- b. In the event that additional funding sources are necessary, Growth Works, Inc. and City of Livonia will work together to obtain additional funding sources.

V. PROCEDURE

- a. Screening
 - i. City of Livonia is responsible for screening potential clients for the Youth Diversion Program in accordance with the screening procedure to determine eligibility.
 - ii. Prior to completing a juvenile arrest, officers will check the offender's arrest histories. If the offender has a previous arrest history, he/she may not qualify for Diversion. Under limited circumstances, this program will accept offenders with a prior arrest or a prior referral. In these cases, the officer must articulate knowledge of the prior arrest or diversion referral and request that, due to special circumstances, the offender be considered for diversion. The Client Services Supervisor will review the case to determine the offender's eligibility. At any point, Growth Works, Inc. may revoke the offender's participation.
- b. Referrals
 - i. City of Livonia will refer lesser category offenses for first time offenders to the Diversion Program. The target offenses include but are not limited to:
 - 1. Status Offenses (including possessing Marijuana and Alcohol)
 - 2. Assault
 - 3. Disorderly Conduct
 - 4. Communicating Threats
 - 5. Trespassing
- c. Exclusions
 - i. Due to the nature of certain offenses and/or circumstances, some youth are not eligible to participate in the Youth Diversion Program. The following circumstances disqualify any youth from participating in the program.
 - 1. The case under review is a felony level assault offense

2. The victim makes a request for restitution to be paid.
3. The victim makes a request for the offender to be criminally prosecuted.
4. Parent or guardian of offender refuses juvenile offender's participation in the program.
5. Youth has previously been adjudicated and on formal probation through the 3rd Judicial Circuit Court.
6. Those youth that are beyond the age of eligibility. (over seventeen years and 6 months old).

VI. ROLE OF ASSOCIATED AGENCIES

- a. Growth Works, Inc.
 - Growth Works will have full discretion on program requirements as it relates to the participant's requirements, successful completion approvals, acceptance and/or dismissal from the program, and time constraints of each individual program.
 - Treatment services delivered by Growth Works, Inc. will be consistent with the Plan of Care established for the referred youth, as directed by the Client Services Supervisor &/or Youth Diversion staff. Individual client services are not to exceed six months and will be provided in a manner consistent with generally recognized professional standards.
 - Growth Works will provide certificates of successful program participation and completion specific to the referral.
 - Growth Works will provide a monthly status report and additional data can be provided upon request.
 - Growth Works will conduct an annual review and program assessment, to be shared with the PARTNER agency to analyze the data at the end of the fiscal year. meetings.
- b. City of Livonia will identify a primary point of contact for Growth Works, Inc. relating to referrals and all communication regarding the Diversion Program.
 - City of Livonia will arrange an informational session with the Client Services Supervisor for all members to learn about the Diversion Program.
 - City of Livonia is required to inform Growth Works Inc. of any new police contact while and individual is in programming.
 - In the case of an unsuccessful discharge, it is the responsibility of City of Livonia to take the appropriate legal actions, which may include JC01 or a ticket due to the action causing the unsuccessful discharge.

PERIOD OF AGREEMENT and TERMINATION

The period of services covered by this agreement shall commence no earlier than September 1, 2023 and will automatically renew annually from the date of signature below, unless either party notifies the other, in writing, their intent to terminate the contract. In that event, Growth Works, Inc. will be reimbursed for any services provided in reliance on this agreement and prior to the actual receipt of such notification.

For: Growth Works, Inc.
271 South Main Street
Plymouth, MI 48170

Name: _____

Title: _____

Date: _____

For: City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Name: _____

Title: _____

Date: _____

