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, NOVEMBER 1, 2023 7:00 P.M.

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

1980th Regular Meeting Agenda of the Council of the City of Livonia
Wednesday, November 1, 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 October 16, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

a. Communication from the Department of Finance, dated October 7, 2023, re: forwarding various financial statements of the City of Livonia for the month ending August 31, 2023.

b. Communication from the Department of Finance, dated October 7, 2023, re: forwarding the Departmental Purchases Report, for the month ending September 30, 2023.

CONSENT AGENDA

1. REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Razvan T. Ghiorghiu, re: for the newly constructed home at 11401 Hubbell St.

2. REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Richard Hurley, Soave/Oro Construction, LLC, re: for the newly constructed home at 19619 Angling Road.

3. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 DODGE CHARGER UTILIZING STATE OF MICHIGAN BID PRICING: Division of Police, re: to replace a high-mileage existing vehicle, from budgeted funds.

4. AWARD OF BID: Community Resources and Communications Department, re: for the purchase, installation, and training of camera equipment to be used by the Cable Department, from budgeted funds.

5. REQUEST FOR AUTHORIZATION TO PURCHASE FOUR (4) FORD ESCAPES UTILIZING STATE OF MICHIGAN BID PRICING: Inspection Department, re: to replace current, outdated vehicles, from budgeted funds.

6. AWARD OF BID: Department of Parks and Recreation, re: for the planning and design of the Golf Course Master Plan for the three Livonia courses, from budgeted funds.

7. AWARD OF BID: Department of Parks and Recreation, re: for wayfinding fabrication and installation of signage throughout the parks system, from budgeted funds.

8. REQUEST FOR APPROVAL OF AGREEMENT FOR CONSERVATION EASEMENT: Department of Parks and Recreation, re: an EGLE Conservation Easement along the Bell Branch of the Rouge River within Blue Grass Park.

9. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE THE PURCHASE AND INSTALLATION OF SPLASH PAD FEATURES AT JACK E. KIRKSEY RECREATION CENTER THROUGH THE SOURCEWELL PURCHASING PROGRAM: Department of Parks and Recreation, re: to replace existing features, from budgeted funds.

10. REQUEST TO EXTEND CONTRACT WITH ERG ENVIRONMENTAL SERVICES: Department of Public Works, re: for Household Hazardous Waste Drop-off for a four-year extension, from the Municipal Refuse Fund. (CR 361-19)

11. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from The Salvation Army, in conjunction with the construction of a storm drain system that provides adequate drainage for the newly renovated Salvation Army located at 33600 Plymouth Road, in the Southeast 1/4 of Section 28.

UNFINISHED BUSINESS

NEW BUSINESS

12. REQUEST TO RECEIVE A LETTER OF SUPPORT FROM CITY COUNCIL: Kyle Morton, Ashley Capital, re: in order to provide supportive documentation pertaining to the acquisition of parcel owned by MDOT for the Conservation Easement along the Bell Branch of the Rouge River.

13. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Aletha B. Phipps Apartments, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for the newly constructed apartments located on the west side of Farmington Road, south of Five Mile Road, in the Northeast 1/4 of Section 21.

14. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from HFI8, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for the New Gas Station, located at 27430 Seven Mile Road, in the Southeast 1/4 of Section 1.

15. REQUEST TO SCHEDULE A CLOSED COMMITTEE OF THE WHOLE MEETING: Department of Law, re: for the purpose of discussing pending litigation and attorney/client privileged communications with respect to Middlebelt Plymouth Venture, LLC v City of Livonia; U.S. District Court Case No. 2:22-cv-12734.

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

LETTER TO THE LIVONIA CITY COUNCIL

a.

Finance
October 7, 2023

MEETING DATE	PREPARED BY
R110123	DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated October 7, 2023, re: forwarding various financial statements of the City of Livonia for the month ending August 31, 2023.

BACKGROUND DETAILS

Attached hereto are the various financial statements of the City of Livonia for the month ending August 31, 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 - AUGUST 2023

APPROVED BY

Michael T Slater

Michael Slater, Finance Director

Date: October 09, 2023

Maureen Miller Brosnan

Maureen Miller Brosnan, Mayor

Date: October 12, 2023

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	3,464,989.84	.00	59,672,246.12	7,594,157.88	89	64,584,868.41
REVENUE TOTALS	$67,118,544.00	$147,860.00	$67,266,404.00	$3,464,989.84	$0.00	$59,672,246.12	$7,594,157.88	89%	$64,584,868.41
EXPENSE									
Department **101 - CITY COUNCIL**	312,021.00	.00	312,021.00	21,223.80	.00	187,598.71	124,422.29	60	212,583.54
Department **173 - MAYOR'S OFFICE**	515,464.00	.00	515,464.00	40,653.68	.00	371,206.47	144,257.53	72	364,368.86
Department **174 - COMMUNICATIONS**	400,731.00	.00	400,731.00	25,303.43	.00	225,290.04	175,440.96	56	238,367.63
Department **175 - GOVERNMENT AFFAIRS**	184,371.00	.00	184,371.00	121.25	.00	14,624.39	169,746.61	8	110,319.03
Department **191 - ACCOUNTING**	227,442.00	.00	227,442.00	(2,940.21)	.00	144,404.57	83,037.43	63	150,342.24
Department **192 - FINANCE DEPARTMENT**	428,000.00	188.00	428,188.00	34,906.86	.00	311,339.27	116,848.73	73	305,578.61
Department **215 - CITY CLERK**	631,484.00	.00	631,484.00	44,260.00	.00	399,515.11	231,968.89	63	413,942.34
Department **223 - INDEPENDENT AUDIT**	42,859.00	.00	42,859.00	(1,270.00)	.00	55,656.55	(12,797.55)	130	50,160.67
Department **228 - INFORMATION SYSTEMS**	1,362,324.00	.00	1,362,324.00	77,046.21	72,023.00	940,581.91	349,719.09	74	817,967.57
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	2,411.36
Department **253 - TREASURER**	604,347.00	.00	604,347.00	39,107.11	4,529.66	408,617.49	191,199.85	68	385,329.05
Department **257 - ASSESSING**	652,605.00	.00	652,605.00	49,588.42	.00	455,795.78	196,809.22	70	437,150.20
Department **261 - UTILITIES AND SUPPLIES**	551,593.00	.00	551,593.00	34,477.76	.00	266,294.53	285,298.47	48	289,795.88
Department **262 - ELECTION COMMISSION**	376,094.00	.00	376,094.00	22,304.58	6,071.00	165,490.41	204,532.59	46	200,082.64
Department **263 - INSURANCE-GENERAL**	140,761.00	.00	140,761.00	(3,686.00)	.00	85,102.55	55,658.45	60	134,824.40
Department **264 - INSURANCE-WORKERS COMP**	435,460.00	.00	435,460.00	19,066.67	.00	495,180.26	(59,720.26)	114	560,043.12
Department **265 - NON DEPARTMENTAL**	4,000.00	.00	4,000.00	.00	.00	2,500.00	1,500.00	62	17.21
Department **266 - LAW DEPARTMENT**	860,645.00	.00	860,645.00	69,075.17	.00	617,654.68	242,990.32	72	628,455.29
Department **267 - EMPLOYEE BENEFITS CONTROL**	42,000.00	.00	42,000.00	40,766.33	.00	(535,527.11)	577,527.11	-1275	(491,462.42)
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	89,140.67	.00	515,249.95	318,312.05	62	517,778.38
Department **270 - TERMINATION PAY**	1,300,000.00	.00	1,300,000.00	115,637.09	.00	884,308.72	415,691.28	68	1,033,760.26
Department **271 - LABOR RELATIONS**	96,500.00	.00	96,500.00	686.00	.00	21,396.00	75,104.00	22	22,630.50
Department **272 - DUES AND SUBSCRIPTIONS**	58,000.00	.00	58,000.00	14,774.00	.00	38,270.00	19,730.00	66	38,245.60
Department **286 - 16TH DISTRICT COURT**	3,104,346.00	.00	3,104,346.00	236,726.85	7,609.94	2,068,043.09	1,028,692.97	67	1,994,722.01
Department **302 - TRAFFIC BUREAU**	1,118,415.00	8,919.00	1,127,334.00	72,194.66	3,328.00	781,137.65	342,868.35	70	656,617.38
Department **304 - POLICE ADMINISTRATION**	3,443,056.00	(21,987.00)	3,421,069.00	267,695.45	19,930.00	1,895,586.80	1,505,552.20	56	1,936,743.34
Department **306 - POLICE DATA PROCESSING**	1,088,388.00	.00	1,088,388.00	48,188.84	65,788.15	697,206.87	325,392.98	70	614,639.87
Department **307 - DETECTIVE BUREAU**	3,575,834.00	12,880.00	3,588,714.00	230,318.89	.00	2,202,727.31	1,385,986.69	61	2,397,113.68
Department **309 - AUTOMOTIVE SERVICE**	586,150.00	.00	586,150.00	29,310.74	.00	397,467.53	188,682.47	68	429,116.48
Department **310 - POLICE COMMUNICATIONS**	1,014,163.00	.00	1,014,163.00	70,783.07	.00	609,430.15	404,732.85	60	598,802.59
Department **313 - CROSSING GUARDS**	118,089.00	.00	118,089.00	.00	.00	46,059.20	72,029.80	39	35,195.19
Department **316 - SCHOOL LIAISON**	547,427.00	18,080.00	565,507.00	58,277.77	.00	385,362.47	180,144.53	68	287,334.44
Department **318 - OFFICE OF EMERG PREP**	175,493.00	.00	175,493.00	14,254.01	.00	123,991.81	51,501.19	71	123,661.64
Department **319 - RESERVE POL/SPECIAL EVENT**	418,687.00	.00	418,687.00	32,052.21	.00	307,559.90	111,127.10	73	295,890.58

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	919,358.85	126,056.83	8,354,425.55	5,368,944.62	61	8,632,390.82
Department **329 - INTELLIGENCE BUREAU**	2,470,179.00	.00	2,470,179.00	140,595.11	.00	1,537,907.70	932,271.30	62	1,292,824.27
Department **336 - FIRE ADMINISTRATION**	1,305,323.00	789.00	1,306,112.00	97,997.96	6,081.61	985,776.67	314,253.72	76	912,362.62
Department **338 - FIRE FIGHTING**	14,679,677.00	(6,200.00)	14,673,477.00	1,037,632.72	390,331.31	9,347,875.14	4,935,270.55	66	9,264,833.55
Department **341 - FIRE PREVENTION**	884,992.00	5,411.00	890,403.00	66,775.83	.00	600,509.84	289,893.16	67	590,062.63
Department **371 - INSPECTION**	1,832,980.00	.00	1,832,980.00	120,104.72	.00	1,062,810.84	770,169.16	58	1,099,223.83
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	145.32	.00	1,361.76	991.24	58	1,399.49
Department **441 - PUBLIC SERV ADMIN**	21,971.00	15,000.00	36,971.00	371.12	.00	(61,329.48)	98,300.48	-166	(119,752.09)
Department **443 - PUBLIC SERV-EQUIP MAINT**	128,377.00	.00	128,377.00	(5,089.22)	.00	(241,035.22)	369,412.22	-188	(88,045.97)
Department **447 - ENGINEERING**	795.00	.00	795.00	(8,728.13)	.00	(89,293.74)	90,088.74	-11232	(146,111.48)
Department **448 - STREET LIGHTING**	242,321.00	.00	242,321.00	23,781.61	.00	213,550.57	28,770.43	88	150,547.77
Department **463 - MAINTENANCE-STREET**	271,255.00	(15,500.00)	255,755.00	(4,667.17)	30,816.80	181,996.97	42,941.23	83	86,493.12
Department **523 - PUBLIC SERV-BLDG MAINT**	1,817,657.00	(4,000.00)	1,813,657.00	121,642.18	16,323.01	1,061,553.14	735,780.85	59	1,067,546.04
Department **524 - PARKS**	1,407,503.00	4,500.00	1,412,003.00	149,710.50	30,825.80	1,019,555.19	361,622.01	74	723,043.56
Department **701 - PLANNING**	695,738.00	.00	695,738.00	38,564.60	.00	432,672.17	263,065.83	62	431,110.54
Department **702 - ZONING BOARD OF APPEALS**	58,973.00	.00	58,973.00	206.00	.00	9,090.01	49,882.99	15	31,505.72
Department **752 - RECREATION ADMINISTRATION**	138,003.00	.00	138,003.00	9,020.74	.00	74,701.78	63,301.22	54	83,797.08
Department **758 - RECREATION FACILITIES**	292,056.00	(19,000.00)	273,056.00	10,878.75	106,100.00	40,902.59	126,053.41	54	112,044.60
Department **759 - RECREATION ATHLETICS**	112,294.00	19,000.00	131,294.00	46,467.95	4,194.39	118,373.73	8,725.88	93	78,929.02
Department **820 - PARKS & REC - SENIOR SERVICES**	610,732.00	.00	610,732.00	50,486.20	.00	438,529.31	172,202.69	72	423,374.50
Department **821 - P&R - GREENMEAD AND CULTURAL**	1,015,269.00	147,860.00	1,163,129.00	87,192.64	150,256.00	693,790.33	319,082.67	73	635,803.76
EXPENSE TOTALS	$67,117,072.00	$147,860.00	$67,264,932.00	$4,692,493.59	$1,040,265.50	$41,371,720.75	$24,852,945.75	63%	$41,056,136.94
Fund **101 - GENERAL FUND** Totals									
REVENUE TOTALS	67,118,544.00	147,860.00	67,266,404.00	3,464,989.84	.00	59,672,246.12	7,594,157.88	89%	64,584,868.41
EXPENSE TOTALS	67,117,072.00	147,860.00	67,264,932.00	4,692,493.59	1,040,265.50	41,371,720.75	24,852,945.75	63%	41,056,136.94
Fund **101 - GENERAL FUND** Totals	$1,472.00	$0.00	$1,472.00	($1,227,503.75)	($1,040,265.50)	$18,300,525.37	($17,258,787.87)		$23,528,731.47

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	776,625.93	.00	5,514,683.32	3,579,631.68	61	5,139,977.53
REVENUE TOTALS	$9,094,315.00	$0.00	$9,094,315.00	$776,625.93	$0.00	$5,514,683.32	$3,579,631.68	61%	$5,139,977.53
EXPENSE									
Department **448 - STREET LIGHTING**	610,359.00	.00	610,359.00	39,667.00	.00	491,362.00	118,997.00	81	487,165.03
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	493,114.00	1,438,006.00	97,096.90	.00	654,795.16	783,210.84	46	428,853.89
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	1,485.97	.00	13,374.63	11,625.37	53	11,898.19
Department **479 - SNOW AND ICE REMOVAL**	921,234.00	396,497.00	1,317,731.00	26,769.00	.00	240,921.00	1,076,810.00	18	242,992.53
Department **483 - ADMIN, ENGIN RECORD KEEPI**	147,228.00	.00	147,228.00	12,267.00	.00	110,403.00	36,825.00	75	111,573.00
Department **484 - FUND TRANSFERS**	6,700,000.00	.00	6,700,000.00	558,333.33	.00	5,024,999.97	1,675,000.03	75	5,737,500.00
EXPENSE TOTALS	$9,408,713.00	$893,901.00	$10,302,614.00	$735,619.20	$0.00	$6,535,855.76	$3,766,758.24	63%	$7,019,982.64
Fund **202 - MAJOR STREET FUND** Totals									
REVENUE TOTALS	9,094,315.00	.00	9,094,315.00	776,625.93	.00	5,514,683.32	3,579,631.68	61%	5,139,977.53
EXPENSE TOTALS	9,408,713.00	893,901.00	10,302,614.00	735,619.20	.00	6,535,855.76	3,766,758.24	63%	7,019,982.64
Fund **202 - MAJOR STREET FUND** Totals	($314,398.00)	($893,901.00)	($1,208,299.00)	$41,006.73	$0.00	($1,021,172.44)	($187,126.56)		($1,880,005.11)

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	853,699.00	.00	7,122,987.06	3,032,251.94	70	7,687,505.68
REVENUE TOTALS	$10,155,239.00	$0.00	$10,155,239.00	$853,699.00	$0.00	$7,122,987.06	$3,032,251.94	70%	$7,687,505.68
EXPENSE									
Department **448 - STREET LIGHTING**	130,000.00	.00	130,000.00	10,833.00	.00	97,497.00	32,503.00	75	93,750.03
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	131,515.00	.00	1,370,965.21	394,740.79	78	1,324,539.20
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	336,870.00	112,298.00	75	314,405.28
Department **483 - ADMIN, ENGIN RECORD KEEPI**	709,656.00	.00	709,656.00	59,136.00	.00	532,224.00	177,432.00	75	509,814.00
Department **484 - FUND TRANSFERS**	7,150,000.00	.00	7,150,000.00	595,833.00	.00	5,362,497.00	1,787,503.00	75	5,962,500.00
EXPENSE TOTALS	$10,329,530.00	$0.00	$10,329,530.00	$834,747.00	$0.00	$7,700,053.21	$2,629,476.79	75%	$8,205,008.51
Fund **203 - LOCAL STREET FUND** Totals									
REVENUE TOTALS	10,155,239.00	.00	10,155,239.00	853,699.00	.00	7,122,987.06	3,032,251.94	70%	7,687,505.68
EXPENSE TOTALS	10,329,530.00	.00	10,329,530.00	834,747.00	.00	7,700,053.21	2,629,476.79	75%	8,205,008.51
Fund **203 - LOCAL STREET FUND** Totals	($174,291.00)	$0.00	($174,291.00)	$18,952.00	$0.00	($577,066.15)	$402,775.15		($517,502.83)

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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 **204 - ROAD - SIDEWALK & TREE**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	11,810,117.00	319,000.00	12,129,117.00	628,128.86	.00	10,585,898.79	1,543,218.21	87	10,379,802.10
REVENUE TOTALS	$11,810,117.00	$319,000.00	$12,129,117.00	$628,128.86	$0.00	$10,585,898.79	$1,543,218.21	87%	$10,379,802.10
EXPENSE									
Department **441 - PUBLIC SERV ADMIN**	30,968.00	.00	30,968.00	2,580.00	.00	23,220.00	7,748.00	75	38,214.00
Department **447 - ENGINEERING**	2,286,944.00	319,866.00	2,606,810.00	493,938.95	.00	1,398,042.41	1,208,767.59	54	1,153,637.25
Department **463 - MAINTENANCE-STREET**	10,320,000.00	1,957,453.00	12,277,453.00	2,522,391.86	.00	7,902,935.67	4,374,517.33	64	6,314,924.03
Department **530 - FORESTRY**	125,000.00	319,000.00	444,000.00	94,086.16	120,448.64	130,201.36	193,350.00	56	95,654.00
EXPENSE TOTALS	$12,762,912.00	$2,596,319.00	$15,359,231.00	$3,112,996.97	$120,448.64	$9,454,399.44	$5,784,382.92	62%	$7,602,429.28
Fund **204 - ROAD - SIDEWALK & TREE** Totals									
REVENUE TOTALS	11,810,117.00	319,000.00	12,129,117.00	628,128.86	.00	10,585,898.79	1,543,218.21	87%	10,379,802.10
EXPENSE TOTALS	12,762,912.00	2,596,319.00	15,359,231.00	3,112,996.97	120,448.64	9,454,399.44	5,784,382.92	62%	7,602,429.28
Fund **204 - ROAD - SIDEWALK & TREE** Totals	($952,795.00)	($2,277,319.00)	($3,230,114.00)	($2,484,868.11)	($120,448.64)	$1,131,499.35	($4,241,164.71)		$2,777,372.82

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Fund **208 - COMMUNITY RECREATION**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	8,273,773.00	343,803.00	8,617,576.00	421,061.57	.00	7,613,399.42	1,004,176.58	88	7,044,163.65
REVENUE TOTALS	$8,273,773.00	$343,803.00	$8,617,576.00	$421,061.57	$0.00	$7,613,399.42	$1,004,176.58	88%	$7,044,163.65
EXPENSE									
Department **755 - RECREATION CENTER**	7,464,634.00	74,724.00	7,539,358.00	476,399.63	191,068.78	5,225,579.56	2,122,709.66	72	5,038,516.84
Department **756 - OTHER RECREATION**	22,100.00	411,913.00	434,013.00	.00	.00	79,330.96	354,682.04	18	176,696.19
Department **757 - ICE RINK**	389,636.00	.00	389,636.00	500.00	.00	358,307.88	31,328.12	92	352,853.30
Department **776 - SPECIAL EVENTS**	159,342.00	20.00	159,362.00	51,156.26	.00	118,787.16	40,574.84	75	113,731.71
Department **795 - SWIMMING POOL - BOTSFORD**	278,189.00	5,000.00	283,189.00	31,120.99	105,784.00	76,248.19	101,156.81	64	181,702.65
Department **796 - SWIMMING POOL - CLEMENT C**	169,164.00	7,000.00	176,164.00	36,613.12	5,897.13	89,896.28	80,370.59	54	116,409.38
Department **797 - SWIMMING POOL - SHELDON**	104,227.00	5,000.00	109,227.00	7,141.92	5,371.87	23,038.10	80,817.03	26	63,289.27
EXPENSE TOTALS	$8,587,292.00	$503,657.00	$9,090,949.00	$602,931.92	$308,121.78	$5,971,188.13	$2,811,639.09	69%	$6,043,199.34
Fund **208 - COMMUNITY RECREATION** Totals									
REVENUE TOTALS	8,273,773.00	343,803.00	8,617,576.00	421,061.57	.00	7,613,399.42	1,004,176.58	88%	7,044,163.65
EXPENSE TOTALS	8,587,292.00	503,657.00	9,090,949.00	602,931.92	308,121.78	5,971,188.13	2,811,639.09	69%	6,043,199.34
Fund **208 - COMMUNITY RECREATION** Totals	($313,519.00)	($159,854.00)	($473,373.00)	($181,870.35)	($308,121.78)	$1,642,211.29	($1,807,462.51)		$1,000,964.31

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Fund **211 - DESIGNATED PURPOSE**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	120,000.00	.00	120,000.00	13,255.50	.00	85,678.70	34,321.30	71	60,117.47
REVENUE TOTALS	$120,000.00	$0.00	$120,000.00	$13,255.50	$0.00	$85,678.70	$34,321.30	71%	$60,117.47
EXPENSE									
Department **000 - ACCOUNT BALANCES**	191,140.00	.00	191,140.00	3,513.63	.00	88,273.86	102,866.14	46	55,585.98
EXPENSE TOTALS	$191,140.00	$0.00	$191,140.00	$3,513.63	$0.00	$88,273.86	$102,866.14	46%	$55,585.98
Fund **211 - DESIGNATED PURPOSE** Totals									
REVENUE TOTALS	120,000.00	.00	120,000.00	13,255.50	.00	85,678.70	34,321.30	71%	60,117.47
EXPENSE TOTALS	191,140.00	.00	191,140.00	3,513.63	.00	88,273.86	102,866.14	46%	55,585.98
Fund **211 - DESIGNATED PURPOSE** Totals	($71,140.00)	$0.00	($71,140.00)	$9,741.87	$0.00	($2,595.16)	($68,544.84)		$4,531.49

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Fund **219 - SP ASSESS-LIGHTING**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	2,000.00	.00	2,000.00	4,889.94	.00	25,994.53	(23,994.53)	1300	(52.68)
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	$4,889.94	$0.00	$1,180,112.04	($47,206.04)	104%	$1,175,229.68
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	89,666.76	.00	753,531.43	417,232.57	64	1,152,850.00
EXPENSE TOTALS	$1,170,764.00	$0.00	$1,170,764.00	$89,666.76	$0.00	$753,531.43	$417,232.57	64%	$1,152,850.00
Fund **219 - SP ASSESS-LIGHTING** Totals									
REVENUE TOTALS	1,132,906.00	.00	1,132,906.00	4,889.94	.00	1,180,112.04	(47,206.04)	104%	1,175,229.68
EXPENSE TOTALS	1,170,764.00	.00	1,170,764.00	89,666.76	.00	753,531.43	417,232.57	64%	1,152,850.00
Fund **219 - SP ASSESS-LIGHTING** Totals	($37,858.00)	$0.00	($37,858.00)	($84,776.82)	$0.00	$426,580.61	($464,438.61)		$22,379.68

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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **226 - MUNICIPAL REFUSE FUND**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	12,846,718.00	.00	12,846,718.00	71,427.76	.00	13,359,035.45	(512,317.45)	104	12,116,907.30
REVENUE TOTALS	$12,846,718.00	$0.00	$12,846,718.00	$71,427.76	$0.00	$13,359,035.45	($512,317.45)	104%	$12,116,907.30
EXPENSE									
Department **521 - SANITATION**	1,360,439.00	.00	1,360,439.00	81,793.63	.00	767,303.28	593,135.72	56	726,832.06
Department **528 - PUBLIC SERVICE**	11,858,726.00	226,413.00	12,085,139.00	898,255.25	146,125.00	7,772,517.94	4,166,496.06	66	7,114,355.22
Department **529 - ANIMAL CONTROL**	382,033.00	(20,000.00)	362,033.00	71,913.39	.00	249,187.93	112,845.07	69	172,581.57
EXPENSE TOTALS	$13,601,198.00	$206,413.00	$13,807,611.00	$1,051,962.27	$146,125.00	$8,789,009.15	$4,872,476.85	65%	$8,013,768.85
Fund **226 - MUNICIPAL REFUSE FUND** Totals									
REVENUE TOTALS	12,846,718.00	.00	12,846,718.00	71,427.76	.00	13,359,035.45	(512,317.45)	104%	12,116,907.30
EXPENSE TOTALS	13,601,198.00	206,413.00	13,807,611.00	1,051,962.27	146,125.00	8,789,009.15	4,872,476.85	65%	8,013,768.85
Fund **226 - MUNICIPAL REFUSE FUND** Totals	($754,480.00)	($206,413.00)	($960,893.00)	($980,534.51)	($146,125.00)	$4,570,026.30	($5,384,794.30)		$4,103,138.45

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Fund **242 - LIVONIA BROWNFIELD - LSRRF**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	150,000.00	.00	150,000.00	1,801.10	.00	77,886.81	72,113.19	52	40,066.84
REVENUE TOTALS	$150,000.00	$0.00	$150,000.00	$1,801.10	$0.00	$77,886.81	$72,113.19	52%	$40,066.84
EXPENSE									
Department **000 - ACCOUNT BALANCES**	36,700.00	.00	36,700.00	2,640.00	.00	23,760.00	12,940.00	65	23,517.00
EXPENSE TOTALS	$36,700.00	$0.00	$36,700.00	$2,640.00	$0.00	$23,760.00	$12,940.00	65%	$23,517.00
Fund **242 - LIVONIA BROWNFIELD - LSRRF** Totals									
REVENUE TOTALS	150,000.00	.00	150,000.00	1,801.10	.00	77,886.81	72,113.19	52%	40,066.84
EXPENSE TOTALS	36,700.00	.00	36,700.00	2,640.00	.00	23,760.00	12,940.00	65%	23,517.00
Fund **242 - LIVONIA BROWNFIELD - LSRRF** Totals	$113,300.00	$0.00	$113,300.00	($838.90)	$0.00	$54,126.81	$59,173.19		$16,549.84

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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
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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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **244 - ECONOMIC DEVEL CORP**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	100.00	.00	100.00	105.71	.00	751.14	(651.14)	751	(121.13)
REVENUE TOTALS	$100.00	$0.00	$100.00	$105.71	$0.00	$751.14	($651.14)	751%	($121.13)
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	105.71	.00	751.14	(651.14)	751%	(121.13)
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)	$105.71	$0.00	$751.14	($758.14)		($121.13)

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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **248 - PLYMOUTH RD DEV AUTHORITY**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	780,419.00	.00	780,419.00	25,551.71	.00	802,665.93	(22,246.93)	103	754,174.53
REVENUE TOTALS	$780,419.00	$0.00	$780,419.00	$25,551.71	$0.00	$802,665.93	($22,246.93)	103%	$754,174.53
EXPENSE									
Department **000 - ACCOUNT BALANCES**	820,041.00	.00	820,041.00	56,014.71	.00	167,420.27	652,620.73	20	253,972.05
EXPENSE TOTALS	$820,041.00	$0.00	$820,041.00	$56,014.71	$0.00	$167,420.27	$652,620.73	20%	$253,972.05
Fund **248 - PLYMOUTH RD DEV AUTHORITY** Totals									
REVENUE TOTALS	780,419.00	.00	780,419.00	25,551.71	.00	802,665.93	(22,246.93)	103%	754,174.53
EXPENSE TOTALS	820,041.00	.00	820,041.00	56,014.71	.00	167,420.27	652,620.73	20%	253,972.05
Fund **248 - PLYMOUTH RD DEV AUTHORITY** Totals	($39,622.00)	$0.00	($39,622.00)	($30,463.00)	$0.00	$635,245.66	($674,867.66)		$500,202.48

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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	543,034.66
REVENUE TOTALS	$456,199.00	$0.00	$456,199.00	$0.00	$0.00	$418,643.64	$37,555.36	92%	$543,034.66
EXPENSE									
Department **000 - ACCOUNT BALANCES**	456,199.00	.00	456,199.00	19,565.01	.00	181,906.65	274,292.35	40	183,637.04
EXPENSE TOTALS	$456,199.00	$0.00	$456,199.00	$19,565.01	$0.00	$181,906.65	$274,292.35	40%	$183,637.04
Fund **260 - MIDC GRANT** Totals									
REVENUE TOTALS	456,199.00	.00	456,199.00	.00	.00	418,643.64	37,555.36	92%	543,034.66
EXPENSE TOTALS	456,199.00	.00	456,199.00	19,565.01	.00	181,906.65	274,292.35	40%	183,637.04
Fund **260 - MIDC GRANT** Totals	$0.00	$0.00	$0.00	($19,565.01)	$0.00	$236,736.99	($236,736.99)		$359,397.62

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Fund **261 - PUB. SAFETY COMMUNICATION**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	460,000.00	.00	460,000.00	90,297.31	.00	484,499.30	(24,499.30)	105	528,989.57
REVENUE TOTALS	$460,000.00	$0.00	$460,000.00	$90,297.31	$0.00	$484,499.30	($24,499.30)	105%	$528,989.57
EXPENSE									
Department **000 - ACCOUNT BALANCES**	3,915,500.00	.00	3,915,500.00	1,866.63	.00	112,510.57	3,802,989.43	3	192,036.05
EXPENSE TOTALS	$3,915,500.00	$0.00	$3,915,500.00	$1,866.63	$0.00	$112,510.57	$3,802,989.43	3%	$192,036.05
Fund **261 - PUB. SAFETY COMMUNICATION** Totals									
REVENUE TOTALS	460,000.00	.00	460,000.00	90,297.31	.00	484,499.30	(24,499.30)	105%	528,989.57
EXPENSE TOTALS	3,915,500.00	.00	3,915,500.00	1,866.63	.00	112,510.57	3,802,989.43	3%	192,036.05
Fund **261 - PUB. SAFETY COMMUNICATION** Totals	($3,455,500.00)	$0.00	($3,455,500.00)	$88,430.68	$0.00	$371,988.73	($3,827,488.73)		$336,953.52

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Fund **262 - ADJUDICATED FORFEITURES**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	170,000.00	.00	170,000.00	30,839.71	.00	233,316.54	(63,316.54)	137	163,694.91
REVENUE TOTALS	$170,000.00	$0.00	$170,000.00	$30,839.71	$0.00	$233,316.54	($63,316.54)	137%	$163,694.91
EXPENSE									
Department **333 - STATE/LOCAL FORFEITURE EX**	532,600.00	.00	532,600.00	(1,103.24)	18,154.20	30,187.07	484,258.73	9	16,592.55
Department **334 - FEDERAL FORFEITURE EXP**	223,750.00	.00	223,750.00	.00	.00	959.95	222,790.05	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	($1,103.24)	$18,154.20	$31,147.02	$852,048.78	5%	$40,688.36
Fund **262 - ADJUDICATED FORFEITURES** Totals									
REVENUE TOTALS	170,000.00	.00	170,000.00	30,839.71	.00	233,316.54	(63,316.54)	137%	163,694.91
EXPENSE TOTALS	901,350.00	.00	901,350.00	(1,103.24)	18,154.20	31,147.02	852,048.78	5%	40,688.36
Fund **262 - ADJUDICATED FORFEITURES** Totals	($731,350.00)	$0.00	($731,350.00)	$31,942.95	($18,154.20)	$202,169.52	($915,365.32)		$123,006.55

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Fund **270 - HISTORICAL COMMISSION**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	89,200.00	.00	89,200.00	15,265.93	.00	116,735.43	(27,535.43)	131	138,712.95
REVENUE TOTALS	$89,200.00	$0.00	$89,200.00	$15,265.93	$0.00	$116,735.43	($27,535.43)	131%	$138,712.95
EXPENSE									
Department **000 - ACCOUNT BALANCES**	62,000.00	149,495.00	211,495.00	711.72	.00	170,408.39	41,086.61	81	58,993.72
EXPENSE TOTALS	$62,000.00	$149,495.00	$211,495.00	$711.72	$0.00	$170,408.39	$41,086.61	81%	$58,993.72
Fund **270 - HISTORICAL COMMISSION** Totals									
REVENUE TOTALS	89,200.00	.00	89,200.00	15,265.93	.00	116,735.43	(27,535.43)	131%	138,712.95
EXPENSE TOTALS	62,000.00	149,495.00	211,495.00	711.72	.00	170,408.39	41,086.61	81%	58,993.72
Fund **270 - HISTORICAL COMMISSION** Totals	$27,200.00	($149,495.00)	($122,295.00)	$14,554.21	$0.00	($53,672.96)	($68,622.04)		$79,719.23

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Fund **271 - LIBRARY FUND**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	4,430,642.00	.00	4,430,642.00	143,347.43	.00	4,804,310.28	(373,668.28)	108	4,222,374.82
REVENUE TOTALS	$4,430,642.00	$0.00	$4,430,642.00	$143,347.43	$0.00	$4,804,310.28	($373,668.28)	108%	$4,222,374.82
EXPENSE									
Department **778 - CIVIC CENTER LIBRARY**	4,178,232.00	536,880.00	4,715,112.00	258,468.39	146,887.00	2,294,078.67	2,274,146.33	52	2,166,167.67
Department **779 - NOBLE LIBRARY**	15,000.00	.00	15,000.00	463.77	.00	3,220.89	11,779.11	21	4,322.22
Department **780 - SANDBURG LIBRARY**	747,294.00	.00	747,294.00	60,579.67	.00	504,386.71	242,907.29	67	517,532.20
EXPENSE TOTALS	$4,940,526.00	$536,880.00	$5,477,406.00	$319,511.83	$146,887.00	$2,801,686.27	$2,528,832.73	54%	$2,688,022.09
Fund **271 - LIBRARY FUND** Totals									
REVENUE TOTALS	4,430,642.00	.00	4,430,642.00	143,347.43	.00	4,804,310.28	(373,668.28)	108%	4,222,374.82
EXPENSE TOTALS	4,940,526.00	536,880.00	5,477,406.00	319,511.83	146,887.00	2,801,686.27	2,528,832.73	54%	2,688,022.09
Fund **271 - LIBRARY FUND** Totals	($509,884.00)	($536,880.00)	($1,046,764.00)	($176,164.40)	($146,887.00)	$2,002,624.01	($2,902,501.01)		$1,534,352.73

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Fund **272 - ARTS COMMISSION FUND**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	8,500.00	.00	8,500.00	630.20	.00	2,973.96	5,526.04	35	5,414.77
REVENUE TOTALS	$8,500.00	$0.00	$8,500.00	$630.20	$0.00	$2,973.96	$5,526.04	35%	$5,414.77
EXPENSE									
Department **000 - ACCOUNT BALANCES**	17,700.00	.00	17,700.00	3,640.74	.00	4,763.61	12,936.39	27	892.78
EXPENSE TOTALS	$17,700.00	$0.00	$17,700.00	$3,640.74	$0.00	$4,763.61	$12,936.39	27%	$892.78
Fund **272 - ARTS COMMISSION FUND** Totals									
REVENUE TOTALS	8,500.00	.00	8,500.00	630.20	.00	2,973.96	5,526.04	35%	5,414.77
EXPENSE TOTALS	17,700.00	.00	17,700.00	3,640.74	.00	4,763.61	12,936.39	27%	892.78
Fund **272 - ARTS COMMISSION FUND** Totals	($9,200.00)	$0.00	($9,200.00)	($3,010.54)	$0.00	($1,789.65)	($7,410.35)		$4,521.99

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Fund **284 - OPIOID SETTLEMENT FUND**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	.00	.00	.00	36,612.75	.00	71,945.12	(71,945.12)	+++	.00
REVENUE TOTALS	$0.00	$0.00	$0.00	$36,612.75	$0.00	$71,945.12	($71,945.12)	+++	$0.00
EXPENSE									
Department **000 - ACCOUNT BALANCES**	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$0.00
Fund **284 - OPIOID SETTLEMENT FUND** Totals									
REVENUE TOTALS	.00	.00	.00	36,612.75	.00	71,945.12	(71,945.12)	+++	.00
EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund **284 - OPIOID SETTLEMENT FUND** Totals	$0.00	$0.00	$0.00	$36,612.75	$0.00	$71,945.12	($71,945.12)		$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	120.28	.00	2,646,935.79	(37,985.79)	101	2,505,930.87
REVENUE TOTALS	$2,608,950.00	$0.00	$2,608,950.00	$120.28	$0.00	$2,646,935.79	($37,985.79)	101%	$2,505,930.87
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	120.28	.00	2,646,935.79	(37,985.79)	101%	2,505,930.87
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	$120.28	$0.00	$37,985.79	($37,985.79)		$40,084.87

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Fund **288 - COMMUNITY TRANSIT PROGRAM**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	704,445.00	.00	704,445.00	8,676.48	.00	621,486.22	82,958.78	88	684,146.44
REVENUE TOTALS	$704,445.00	$0.00	$704,445.00	$8,676.48	$0.00	$621,486.22	$82,958.78	88%	$684,146.44
EXPENSE									
Department **606 - COMM TRANSIT DISPATCHERS**	102,624.00	.00	102,624.00	7,144.40	.00	70,138.17	32,485.83	68	64,452.29
Department **607 - COMMUNITY TRANSIT ADMIN**	160,583.00	.00	160,583.00	10,119.94	.00	104,939.53	55,643.47	65	112,344.35
Department **608 - COMMUNITY TRANSIT**	935,910.00	212,883.00	1,148,793.00	27,671.50	98,121.10	396,075.26	654,596.64	43	459,673.40
EXPENSE TOTALS	$1,199,117.00	$212,883.00	$1,412,000.00	$44,935.84	$98,121.10	$571,152.96	$742,725.94	47%	$636,470.04
Fund **288 - COMMUNITY TRANSIT PROGRAM** Totals									
REVENUE TOTALS	704,445.00	.00	704,445.00	8,676.48	.00	621,486.22	82,958.78	88%	684,146.44
EXPENSE TOTALS	1,199,117.00	212,883.00	1,412,000.00	44,935.84	98,121.10	571,152.96	742,725.94	47%	636,470.04
Fund **288 - COMMUNITY TRANSIT PROGRAM** Totals	($494,672.00)	($212,883.00)	($707,555.00)	($36,259.36)	($98,121.10)	$50,333.26	($659,767.16)		$47,676.40

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Fund **297 - CABLE TELEVISION FUND**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	386,200.00	.00	386,200.00	91,023.06	.00	285,964.81	100,235.19	74	273,260.39
REVENUE TOTALS	$386,200.00	$0.00	$386,200.00	$91,023.06	$0.00	$285,964.81	$100,235.19	74%	$273,260.39
EXPENSE									
Department **806 - CABLE TELEVISION**	641,279.00	32,000.00	673,279.00	31,736.94	2,407.26	368,199.77	302,671.97	55	334,286.28
EXPENSE TOTALS	$641,279.00	$32,000.00	$673,279.00	$31,736.94	$2,407.26	$368,199.77	$302,671.97	55%	$334,286.28
Fund **297 - CABLE TELEVISION FUND** Totals									
REVENUE TOTALS	386,200.00	.00	386,200.00	91,023.06	.00	285,964.81	100,235.19	74%	273,260.39
EXPENSE TOTALS	641,279.00	32,000.00	673,279.00	31,736.94	2,407.26	368,199.77	302,671.97	55%	334,286.28
Fund **297 - CABLE TELEVISION FUND** Totals	($255,079.00)	($32,000.00)	($287,079.00)	$59,286.12	($2,407.26)	($82,234.96)	($202,436.78)		($61,025.89)

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Fund **372 - D/S 2015 MBA REFUNDING**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	181,245.00	.00	181,245.00	500.00	.00	176,922.00	4,323.00	98	173,959.75
REVENUE TOTALS	$181,245.00	$0.00	$181,245.00	$500.00	$0.00	$176,922.00	$4,323.00	98%	$173,959.75
EXPENSE									
Department **000 - ACCOUNT BALANCES**	181,245.00	.00	181,245.00	500.00	.00	176,922.00	4,323.00	98	173,959.75
EXPENSE TOTALS	$181,245.00	$0.00	$181,245.00	$500.00	$0.00	$176,922.00	$4,323.00	98%	$173,959.75
Fund **372 - D/S 2015 MBA REFUNDING** Totals									
REVENUE TOTALS	181,245.00	.00	181,245.00	500.00	.00	176,922.00	4,323.00	98%	173,959.75
EXPENSE TOTALS	181,245.00	.00	181,245.00	500.00	.00	176,922.00	4,323.00	98%	173,959.75
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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Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund **401 - CAPITAL PROJECTS**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	2,118,950.00	.00	2,118,950.00	38,049.92	.00	3,356,199.33	(1,237,249.33)	158	2,366,415.29
REVENUE TOTALS	$2,118,950.00	$0.00	$2,118,950.00	$38,049.92	$0.00	$3,356,199.33	($1,237,249.33)	158%	$2,366,415.29
EXPENSE									
Department **000 - ACCOUNT BALANCES**	2,907,500.00	8,615,278.00	11,522,778.00	766,554.44	1,004,328.49	3,998,150.29	6,520,299.22	43	2,360,497.55
EXPENSE TOTALS	$2,907,500.00	$8,615,278.00	$11,522,778.00	$766,554.44	$1,004,328.49	$3,998,150.29	$6,520,299.22	43%	$2,360,497.55
Fund **401 - CAPITAL PROJECTS** Totals									
REVENUE TOTALS	2,118,950.00	.00	2,118,950.00	38,049.92	.00	3,356,199.33	(1,237,249.33)	158%	2,366,415.29
EXPENSE TOTALS	2,907,500.00	8,615,278.00	11,522,778.00	766,554.44	1,004,328.49	3,998,150.29	6,520,299.22	43%	2,360,497.55
Fund **401 - CAPITAL PROJECTS** Totals	($788,550.00)	($8,615,278.00)	($9,403,828.00)	($728,504.52)	($1,004,328.49)	($641,950.96)	($7,757,548.55)		$5,917.74

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Fund **409 - GOLF COURSE CAPITAL IMPR**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	205,200.00	.00	205,200.00	34,826.15	.00	113,036.75	92,163.25	55	435,357.09
REVENUE TOTALS	$205,200.00	$0.00	$205,200.00	$34,826.15	$0.00	$113,036.75	$92,163.25	55%	$435,357.09
EXPENSE									
Department **000 - ACCOUNT BALANCES**	282,500.00	.00	282,500.00	8,710.28	.00	49,193.87	233,306.13	17	180,404.05
EXPENSE TOTALS	$282,500.00	$0.00	$282,500.00	$8,710.28	$0.00	$49,193.87	$233,306.13	17%	$180,404.05
Fund **409 - GOLF COURSE CAPITAL IMPR** Totals									
REVENUE TOTALS	205,200.00	.00	205,200.00	34,826.15	.00	113,036.75	92,163.25	55%	435,357.09
EXPENSE TOTALS	282,500.00	.00	282,500.00	8,710.28	.00	49,193.87	233,306.13	17%	180,404.05
Fund **409 - GOLF COURSE CAPITAL IMPR** Totals	($77,300.00)	$0.00	($77,300.00)	$26,115.87	$0.00	$63,842.88	($141,142.88)		$254,953.04

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Fund **418 - BUILDING IMPROVEMENT FUND**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	5,000.00	.00	5,000.00	39,693.33	.00	282,587.47	(277,587.47)	5652	(22,577.74)
REVENUE TOTALS	$5,000.00	$0.00	$5,000.00	$39,693.33	$0.00	$282,587.47	($277,587.47)	5652%	($22,577.74)
EXPENSE									
Department **000 - ACCOUNT BALANCES**	100,000.00	125,000.00	225,000.00	.00	.00	28,849.04	196,150.96	13	97,956.81
EXPENSE TOTALS	$100,000.00	$125,000.00	$225,000.00	$0.00	$0.00	$28,849.04	$196,150.96	13%	$97,956.81
Fund **418 - BUILDING IMPROVEMENT FUND** Totals									
REVENUE TOTALS	5,000.00	.00	5,000.00	39,693.33	.00	282,587.47	(277,587.47)	5652%	(22,577.74)
EXPENSE TOTALS	100,000.00	125,000.00	225,000.00	.00	.00	28,849.04	196,150.96	13%	97,956.81
Fund **418 - BUILDING IMPROVEMENT FUND** Totals	($95,000.00)	($125,000.00)	($220,000.00)	$39,693.33	$0.00	$253,738.43	($473,738.43)		($120,534.55)

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Fund **419 - SENIOR CENTER CONSTRUCTION FUND**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	.00	.00	.00	16,772.97	.00	120,022.12	(120,022.12)	+++	.00
REVENUE TOTALS	$0.00	$0.00	$0.00	$16,772.97	$0.00	$120,022.12	($120,022.12)	+++	$0.00
EXPENSE									
Department **000 - ACCOUNT BALANCES**	.00	696,678.00	696,678.00	9,530.87	.00	53,815.49	642,862.51	8	.00
EXPENSE TOTALS	$0.00	$696,678.00	$696,678.00	$9,530.87	$0.00	$53,815.49	$642,862.51	8%	$0.00
Fund **419 - SENIOR CENTER CONSTRUCTION FUND** Totals									
REVENUE TOTALS	.00	.00	.00	16,772.97	.00	120,022.12	(120,022.12)	+++	.00
EXPENSE TOTALS	.00	696,678.00	696,678.00	9,530.87	.00	53,815.49	642,862.51	8%	.00
Fund **419 - SENIOR CENTER CONSTRUCTION FUND** Totals	$0.00	($696,678.00)	($696,678.00)	$7,242.10	$0.00	$66,206.63	($762,884.63)		$0.00

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Fund **470 - COURT BUILDING IMPROVEMENTS**									
REVENUE									
Department **000 - ACCOUNT BALANCES**	350,100.00	.00	350,100.00	37,902.00	.00	309,449.58	40,650.42	88	194,944.30
REVENUE TOTALS	$350,100.00	$0.00	$350,100.00	$37,902.00	$0.00	$309,449.58	$40,650.42	88%	$194,944.30
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	37,902.00	.00	309,449.58	40,650.42	88%	194,944.30
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)	$37,902.00	$0.00	($148,550.42)	($49,649.58)		($254,955.70)

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	75,812.25	.00	670,938.93	172,061.07	80	611,462.34
REVENUE TOTALS	$843,000.00	$0.00	$843,000.00	$75,812.25	$0.00	$670,938.93	$172,061.07	80%	$611,462.34
EXPENSE									
Department **677 - NEWBURGH VILLAGE**	703,934.00	687,025.00	1,390,959.00	45,909.39	18,230.00	422,658.74	950,070.26	32	474,815.12
EXPENSE TOTALS	$703,934.00	$687,025.00	$1,390,959.00	$45,909.39	$18,230.00	$422,658.74	$950,070.26	32%	$474,815.12
Fund **536 - NEWBURGH VILLAGE** Totals									
REVENUE TOTALS	843,000.00	.00	843,000.00	75,812.25	.00	670,938.93	172,061.07	80%	611,462.34
EXPENSE TOTALS	703,934.00	687,025.00	1,390,959.00	45,909.39	18,230.00	422,658.74	950,070.26	32%	474,815.12
Fund **536 - NEWBURGH VILLAGE** Totals	$139,066.00	($687,025.00)	($547,959.00)	$29,902.86	($18,230.00)	$248,280.19	($778,009.19)		$136,647.22

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	62,482.67	.00	547,410.66	121,209.34	82	467,498.61
REVENUE TOTALS	$668,620.00	$0.00	$668,620.00	$62,482.67	$0.00	$547,410.66	$121,209.34	82%	$467,498.61
EXPENSE									
Department **676 - SILVER VILLAGE**	603,445.00	160,000.00	763,445.00	50,972.06	.00	449,164.92	314,280.08	59	658,917.72
EXPENSE TOTALS	$603,445.00	$160,000.00	$763,445.00	$50,972.06	$0.00	$449,164.92	$314,280.08	59%	$658,917.72
Fund **538 - SILVER VILLAGE FUND** Totals									
REVENUE TOTALS	668,620.00	.00	668,620.00	62,482.67	.00	547,410.66	121,209.34	82%	467,498.61
EXPENSE TOTALS	603,445.00	160,000.00	763,445.00	50,972.06	.00	449,164.92	314,280.08	59%	658,917.72
Fund **538 - SILVER VILLAGE FUND** Totals	$65,175.00	($160,000.00)	($94,825.00)	$11,510.61	$0.00	$98,245.74	($193,070.74)		($191,419.11)

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	452,149.41	.00	1,834,142.55	241,254.45	88	1,705,150.72
REVENUE TOTALS	$2,075,397.00	$0.00	$2,075,397.00	$452,149.41	$0.00	$1,834,142.55	$241,254.45	88%	$1,705,150.72
EXPENSE									
Department **000 - ACCOUNT BALANCES**	.00	.00	.00	.00	.00	.00	.00	+++	340,000.00
Department **773 - WHISPERING WILLOWS**	735,662.00	(20,208.00)	715,454.00	74,496.11	.00	538,464.75	176,989.25	75	464,432.93
Department **774 - IDYL WYLD**	559,662.00	36,108.00	595,770.00	81,321.97	.00	478,096.22	117,673.78	80	420,206.65
Department **775 - FOX CREEK**	777,570.00	(15,900.00)	761,670.00	103,962.42	.00	544,925.90	216,744.10	72	499,863.90
EXPENSE TOTALS	$2,072,894.00	$0.00	$2,072,894.00	$259,780.50	$0.00	$1,561,486.87	$511,407.13	75%	$1,724,503.48
Fund **584 - GOLF COURSE FUND** Totals									
REVENUE TOTALS	2,075,397.00	.00	2,075,397.00	452,149.41	.00	1,834,142.55	241,254.45	88%	1,705,150.72
EXPENSE TOTALS	2,072,894.00	.00	2,072,894.00	259,780.50	.00	1,561,486.87	511,407.13	75%	1,724,503.48
Fund **584 - GOLF COURSE FUND** Totals	$2,503.00	$0.00	$2,503.00	$192,368.91	$0.00	$272,655.68	($270,152.68)		($19,352.76)

BUDGET TO ACTUAL - COUNCIL SUMMARY - 08/31/2023

Through 08/31/23

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	4,673,012.93	.00	33,085,447.82	10,496,024.18	76	30,692,844.03
REVENUE TOTALS	$43,581,472.00	$0.00	$43,581,472.00	$4,673,012.93	$0.00	$33,085,447.82	$10,496,024.18	76%	$30,692,844.03
EXPENSE									
Department **558 - W & S FINANCIAL ADMIN**	34,947,013.00	.00	34,947,013.00	1,456,577.25	.00	22,880,888.91	12,066,124.09	65	25,509,671.54
Department **559 - W & S FIELD OPERATIONS**	7,842,052.00	1,479,036.00	9,321,088.00	402,053.29	75,186.78	4,071,524.46	5,174,376.76	44	4,277,007.01
EXPENSE TOTALS	$42,789,065.00	$1,479,036.00	$44,268,101.00	$1,858,630.54	$75,186.78	$26,952,413.37	$17,240,500.85	61%	$29,786,678.55
Fund **592 - WATER AND SEWER FUND** Totals									
REVENUE TOTALS	43,581,472.00	.00	43,581,472.00	4,673,012.93	.00	33,085,447.82	10,496,024.18	76%	30,692,844.03
EXPENSE TOTALS	42,789,065.00	1,479,036.00	44,268,101.00	1,858,630.54	75,186.78	26,952,413.37	17,240,500.85	61%	29,786,678.55
Fund **592 - WATER AND SEWER FUND** Totals	$792,407.00	($1,479,036.00)	($686,629.00)	$2,814,382.39	($75,186.78)	$6,133,034.45	($6,744,476.67)		$906,165.48
Grand Totals									
REVENUE TOTALS	184,197,726.00	810,663.00	185,008,389.00	12,109,551.70	.00	158,685,958.92	26,322,430.08	86%	157,029,197.25
EXPENSE TOTALS	192,329,448.00	17,042,425.00	209,371,873.00	14,604,039.60	2,978,275.75	124,344,237.67	82,049,359.58	61%	124,290,847.40
Grand Totals	($8,131,722.00)	($16,231,762.00)	($24,363,484.00)	($2,494,487.90)	($2,978,275.75)	$34,341,721.25	($55,726,929.50)		$32,738,349.85

LETTER TO THE LIVONIA CITY COUNCIL

b.

Finance
October 7, 2023

MEETING DATE	PREPARED BY
R110123	DeAnne Bates, Program Supervisor,

AGENDA ITEM

b. Communication from the Department of Finance, dated October 7, 2023, re: forwarding the Departmental Purchases Report, for the month ending September 30, 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 September 30, 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 - September 2023

APPROVED BY

Michael T Slater

Michael Slater, Finance Director

Date: October 09, 2023

Maureen Miller Brosnan

Maureen Miller Brosnan, Mayor

Date: October 12, 2023

City of Livonia **For Month of : October 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
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City of Livonia **For Month of : September 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	9/18/2023	Fire	Municipal Emergency Services #55233	Fire Hose Nozzles with Tips	$19,951.07	PO#327 - 27-1.5" Nozzles w/tips 10--1.38" Nozzles w/tips (quotes provided)
2	9/11/2023	Police	Kiesler Police Supply Inc #47750	FEDEAE9FP: Fed American Eagle 9mm Luger 147gr FMJ FP 1000rd/Case, Liftgate Fee	$19,882.79	(77) Fed American Eagle 9mm Luger 147gr FMJ FP 1000rd/Case
3	9/12/2023	INSPECTION	GARY HICKS SR	WEED CUTTING	$19,800.00	ORIGINAL CONTRACTOR DEFAULTED ON HIS CONTRACT
4	9/21/2023	Parks and Recreation	LGK Building, Inc.	Bungalow wood replacement and painting	$17,600.00	RFB-08192023-REC PO#339
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City of Livonia **For Month of : August 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	8/7/2023	Parks and Recreation	RCI Electric Co.	Ben Celani Kid's Park	$18,700.00	Run power to comfort station at Celani park
2	8/31/2023	Civil Service	NeoGov/Governmentjobs.com	Subscription for job postings	$17,791.83	Sole-Source Subscription Fee for Neogov 9/30/23-9/29/2024
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City of Livonia **For Month of : July 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
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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City of Livonia **For Month of : June 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	6/9/2023	Police	Kiesler Police Supply Inc #47750	Ammunition	$19,930.00	(86) FEDEAE223: Federal American Eagle 223REM 55GR FMJ 500rds/Case, (1) Liftgate Delivery Fee
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City of Livonia **For Month of : May 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	5/2/2023	Fire	Priority One Emergency	(3) Lights/Sirens Pkg	$19,994.29	Emergency Lights/Sirens f/new F150's
2	5/10/2023	Finance	Michigan Municipal League	MML Dues and Legal Defense Fund	$17,587.00	Yearly Dues
3	5/19/2023	DPW	Ancona Controls	Generator parts for LFD #3	$15,856.41	emergency repair of Fire #3 generator after area suffered power issues which damaged generator
4	5/25/2023	Info Systems	CBTS-Avaya	Phone Maintenance	$19,877.09	3-Year agreement for Avaya phone maintenance
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City of Livonia **For Month of : April 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	4/6/2023	IS	Advanced Satellite	Security Camera Server Upgrade	$19,062.00	
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City of Livonia **For Month of : March 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	3/13/2023	HOUSING - Newburgh Village	Deere & Company	Gator	$15,096.83	2023 John Deere Gator - HPX615E
2	3/20/2023	Parks & Recreation	S & R Event Rental	Tent Rental	$16,680.00	Tent rental for Night of Lights RFB-03022023-REC
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City of Livonia **For Month of : February 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	2/2/2023	FIRE	R&R Fire Truck Repair	Fire Hoses	$19,439.00	41 Fire Hoses
2	2/16/2023	Police	Vance's Law Enforcement	Ballistic Shields	$18,080.00	PO#87 - 4 Assault II VP 16x30 Ballistic Shields
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City of Livonia **For Month of : January 2023**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	1/5/2023	Police	Kiesler's Police Supply	Ammunition	$19,882.79	Federal 9mm Luger
2	1/5/2023	Police	Kiesler's Police Supply	Ammunition	$19,930.00	Federal .223 Rem
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City of Livonia **For Month of : December 2022**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
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City of Livonia **For Month of : November, 2022**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	11/7/2022	Police	Seelye Group Ltd	Carpet Installation	$18,884.81	Training/Emergency Ops Center & Adjacent Hallway
2	11/17/2022	Civil Service	Governmentjobs.com	Subscription Fee for Neogov	$16,335.44	Subscription Fee
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City of Livonia **For Month of : October, 2022**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	10/10/2022	INSPECTION	BS&A SOFTWARE	ONLINE PERMIT SERVICES	$19,800.00	PO #441 SERVICE FOR APPLYING FOR PERMITS ONLINE
2	10/28/2022	DPW	Marco Techologies, LLC	HP Latex 365 Large Scale Printer	$15,390.00	PO#482 printer for sign shop to make signage
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City of Livonia **For Month of : September, 2022**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	9/13/2022	IT (for DPW)	Dell, Inc.	Laptops - DPW	$15,711.00	PO#378-Cooperative Bid
2	9/6/2022	Parks and Recreation	SCI Floor Covering Inc	Rec Center 2nd floor carpeting	$19,651.54	PO#384-MITN quote
3	9/8/2022	Fire	Safeware	Cairns Fire Helmets	$17,514.60	PO#386-US Communities Contract/Paid-10/6/22
4	9/13/2022	DPW	Metro Airport Truck	transmission repair to Truck #31	$15,234.04	repair the transmission on dump truck #31. Includes all parts, and labor for repair
5	9/22/2022	Police	Kiesler's Police Supply	Colt M4 Carbine CR6920-EPR	$19,999.99	PO#416 - Purchase 19 Patrol Rifles @ 1052.63 ea. -Kiesler Low Bid
6	9/28/2022	DPW	All Phase Electric Supply	Parking lot light fixtures	$16,788.00	low quote of three quotes
7	9/30/2022	DPW	Washington Elevator	sidewalk ice melter supplies	$18,014.10	Rochester Hills consortium pricing for sidewalk ice melt products
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City of Livonia **For Month of : August, 2022**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description
1	8/2/2022	DPW	IDN Hardware Sales, Inc	doors / frames / hardware	$17,820.00	Replace doors, frames, and hardware at Fox Creek main entrance
2	8/25/2022	FINANCE	MI Municipal League	Membership Dues	$16,750.00	Membership Renewal 7/1/22-6/30/23
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City of Livonia **For Month of : July, 2022**

City Council - Recieve and File Purchases

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.

Item #	Date	Department	Vendor	Item	Cost	Description	
	7/12/2022	Information Systems	Dell, Inc.	Poweredge 720 Server	$18,000.00	New Server for File Storage	(example)
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CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

1. REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Razvan T. Ghiorghiu, re: for the newly constructed home at 11401 Hubbell St.

   Razvan Ghiorghiu, petitioner, presented the request to Council.

   Councilmember McCullough offered an approving motion for the Consent agenda.

   DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

1.

Engineering
September 26, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Razvan T. Ghiorghiu, re: for the newly constructed home at 11401 Hubbell St.

BACKGROUND DETAILS

In response to the sidewalk waiver request dated September 20, 2023 from Razvan T. Ghiorghiu; we have reviewed the surrounding neighborhood regarding the presence of sidewalks (see attached aerial). This home which has been under construction since 2012, Engineering Permit #12-301 and it is just south of the Disabled American Veterans (DAV) Chapter 114 at 30905 Plymouth Road.

We are recommending that the sidewalk waiver request be denied. The installation of the walk on the west side of Hubbell will help move the City's efforts toward connectivity forward.

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

We are recommending that the sidewalk waiver request be denied. The installation of the walk on the west side of Hubbell will help move the City's efforts toward connectivity forward.

ATTACHMENTS

1. Sidewalk Waiver Request for 11401 Hubbell St.
2. Aerial Map of 11401 Hubbell St.

APPROVED BY

Todd J. Zilincik

Todd Zilincik, P.E., City Engineer

Date: September 26, 2023

Maureen Miller Brosnan

Maureen Miller Brosnan, Mayor

Date: September 29, 2023

XC: Engineering (Scan)

Sidewalk waiver request

I, Razvan T. Ghiorghiu request a sidewalk waiver at my property located at 11401 Hubbell St, Livonia, MI 48150. The reason I'm requesting the waiver is, that no adjoining sidewalk is present on the street where this property is located.

9-20-23

RECEIVED
OFFICE OF THE CITY CLERK
2023 SEP 20 PM 3:31

CITY of LIVONIA
OFFICE OF THE CITY CLERK

33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN 48154
TELEPHONE (734) 466-2230

Received From: Karvon Ghorghou
Address
City _____ Zip _____ Date 9/22/23

CERTIFICATES

Dollar Amount

BIRTHS [ ] LF#_____ CC _____ PARCHMENT_____

DEATHS [ ] LF#_____ CC _____

GENERAL

[ ] Maps, Books
[ ] F.O.I.A. Copies
[ ] Signs
[ ] Grading Bond
[✓] Petition, Waiver Sidewalk waiver
[ ] Election Fees
[ ] Other

CASH [ ] CK# 1119 **Total Amt. >** 250.00

BY.

No. 84304

EXTRA COPY

Artistic Checks 1-800-224-7521 www.artistichecks.com

74-7154/2724

1119

A BETTER CONSTRUCTION CO.
P.O.BOX 511293
LIVONIA, MI 48151
(313) 999-5959

Date 9-20-23

Pay to the Order of City of Livonia $ 250 00

Two Hundred and fifty 00/100 Dollars

Security Features Included. Details on Back.

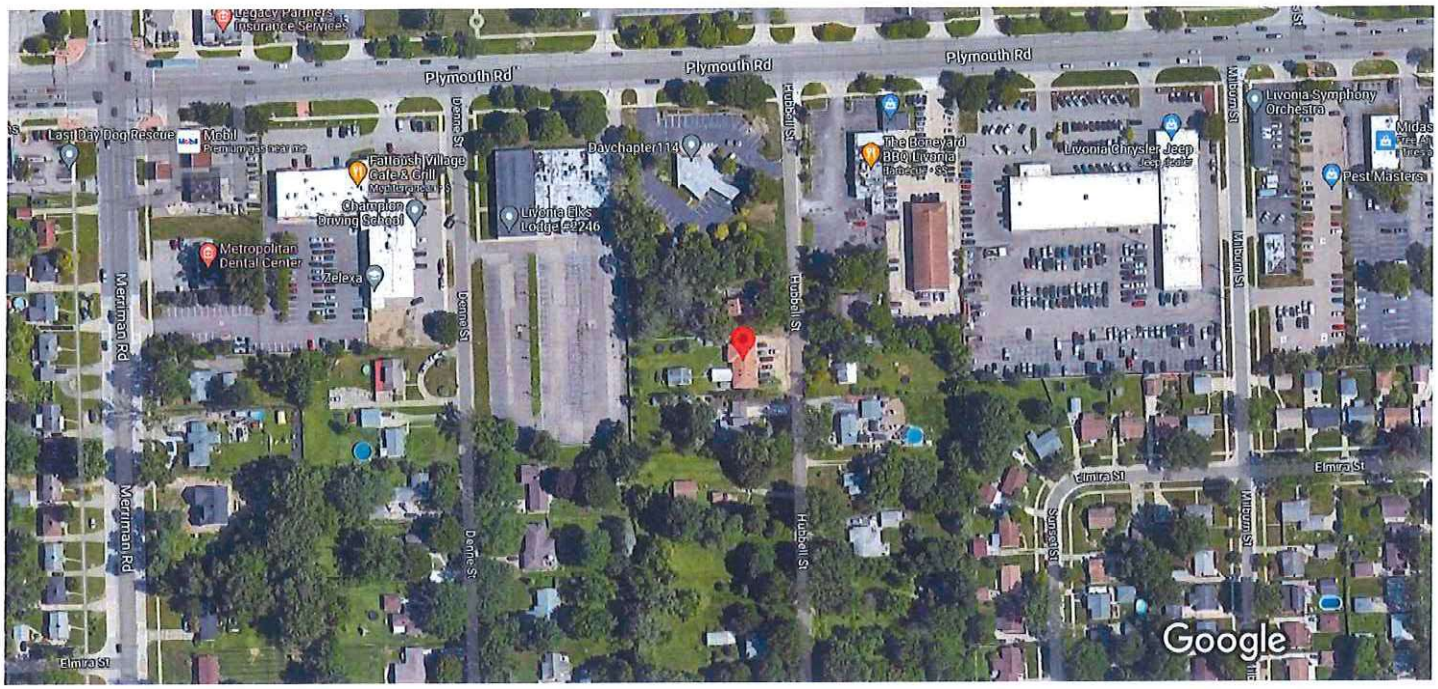
TCF BANK
1-800-452-1890

Memo Sidewalk waiver

⑈272471548⑈ 388384682 3⑈ 01119

© Cheri Blum, Licensed by Wild Apple Licensing

Google Maps 11401 Hubbell St



Imagery ©2023 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft

11401 Hubbell St

Building

Directions Save Nearby Send to phone Share

11401 Hubbell St, Livonia, MI 48150

Photos

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

2. REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Richard Hurley, Soave/Oro Construction, LLC, re: for the newly constructed home at 19619 Angling Road.

   Vanessa, representative for the petitioner, presented the request to Council.

   Councilmember Donovic offered an approving motion for the Consent agenda.

   DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

2.

Engineering
October 3, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE SIDEWALK REQUIREMENT: Richard Hurley, Soave/Oro Construction, LLC, re: for the newly constructed home at 19619 Angling Road.

BACKGROUND DETAILS

In response to the sidewalk waiver request dated September 28, 2023 from Richard Hurley of Soave/Oro Construction, LLC; we have reviewed the surrounding neighborhood regarding the presence of sidewalks (see attached aerial).

There is existing sidewalk along the east side of Angling Road that extends north up to side streets Floral, Fargo, Norfolk and Long. There is an existing crosswalk with stop signs to cross Angling Street to just south of this proposed home at 19619 Angling. The crosswalk has a path that heads west into Botsford Pool and Park, Botsford Elementary School and Moelke Park. We are recommending having the proposed sidewalk constructed as part of the development. However, the proposed sidewalk on the south end of the property would require it to be constructed within the Angling right-of-way to avoid existing utility poles.

We are recommending that the sidewalk waiver request be denied. The installation of the walk on the west side of Angling Road will help move the City's efforts toward connectivity forward.

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

We are recommending that the sidewalk waiver request be denied. The installation of the walk on the west side of Angling Road will help move the City's efforts toward connectivity forward.

ATTACHMENTS

1. 19619 Angling Sidewalk Waiver Request 9-28-23
2. 19619 Angling Photos
3. 19619 Angling Plot Plan

APPROVED BY

Todd Zilincik, P.E., City Engineer

Date: October 03, 2023

Maureen Miller Brosnan, Mayor

Date: October 04, 2023

September 28, 2023

Soave/Oro Construction, LLC
P.O. Box 729
South Lyon, MI 48178
248-255-5586

RE: Sidewalk waver for **19619 Angling**, Livonia, MI 48152

Dear Counsel:

We are building a home at **19619 Angling**, Livonia, MI 48152, and I am requesting a sidewalk waver. Angling runs between 7 Mile Rd., and 8 Mile Rd., and this hone is located close to half way between the 2 of them, on the West side of the street. There are no sidewalks on the West side of the street, at least within ¼ mile North and South of this home. It should also be noted that the buyers do not want the sidewalk as well. Therefore, it is our hope that the Counsel will grant the waver. Thank you.

Respectfully yours,

Richard Hurley

Richard Hurley
Soave/Oro Construction, LLC

3840

SOAVE/ORO CONSTRUCTION, LLC
P.O. Box 729
South Lyon, MI 48178

6-7041/2410

DATE 09-26-23

PAY TO THE ORDER OF City of Livonia $ 250.00

Two Hundred Fifty and 00/100 DOLLARS

Citizens Bank

19619

FOR Angling - Sidewalk

José de J. Oro

⑈003840⑈ ⑆241070417⑆ 3290375238⑈

Details on back. Security Features.

RECEIVED
OFFICE OF THE CITY CLERK
2023 SEP 28 PM 3:14

CITY of LIVONIA
OFFICE OF THE CITY CLERK

33000 CIVIC CENTER DRIVE, LIVONIA, MICHIGAN 48154
TELEPHONE (734) 466-2230

Received From: Soave / Oro Construction, LLC
Address
City _____ Zip _____ Date 9/28/23

CERTIFICATES

Dollar Amount

BIRTHS [ ] LF#____ CC ____ PARCHMENT____

DEATHS [ ] LF#____ CC ____

GENERAL

[ ] Maps, Books
[ ] F.O.I.A. Copies
[ ] Signs
[ ] Grading Bond
[ ] Petition, Waiver Sidewalk Waiver 250.00
[ ] Election Fees
[ ] Other 9/19 Angling

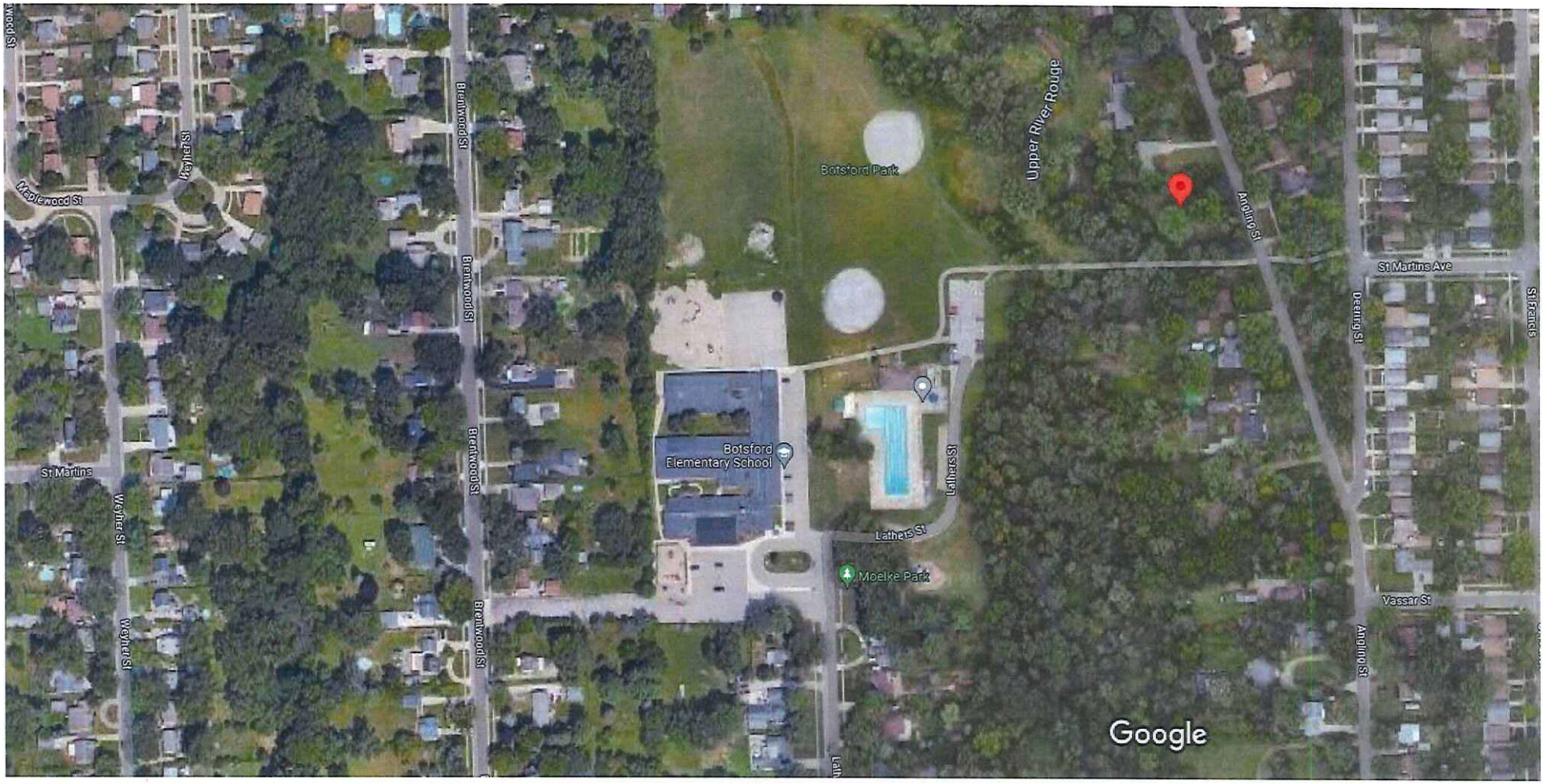
CASH [ ] CK# 3840 **Total Amt. >** 250.00

BY. NB

No. 84392

EXTRA COPY

Google Maps 19619 Angling St



Imagery ©2023 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft

19606 Angling St

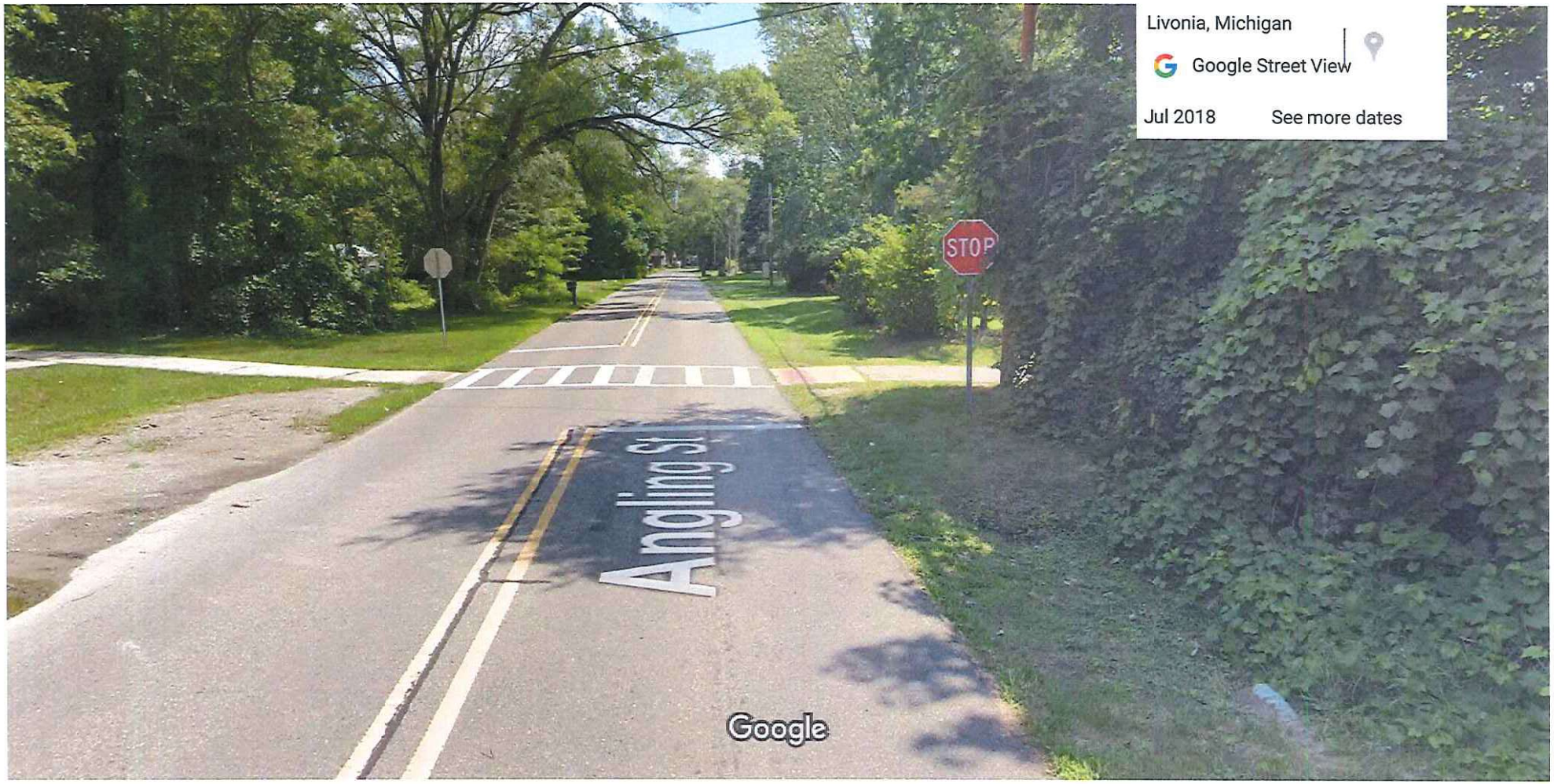
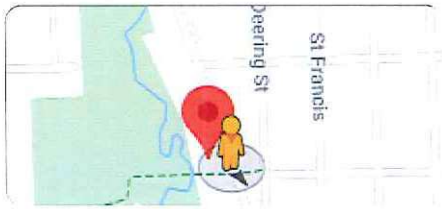


Image capture: Jul 2018 © 2023 Google



RECEIVED

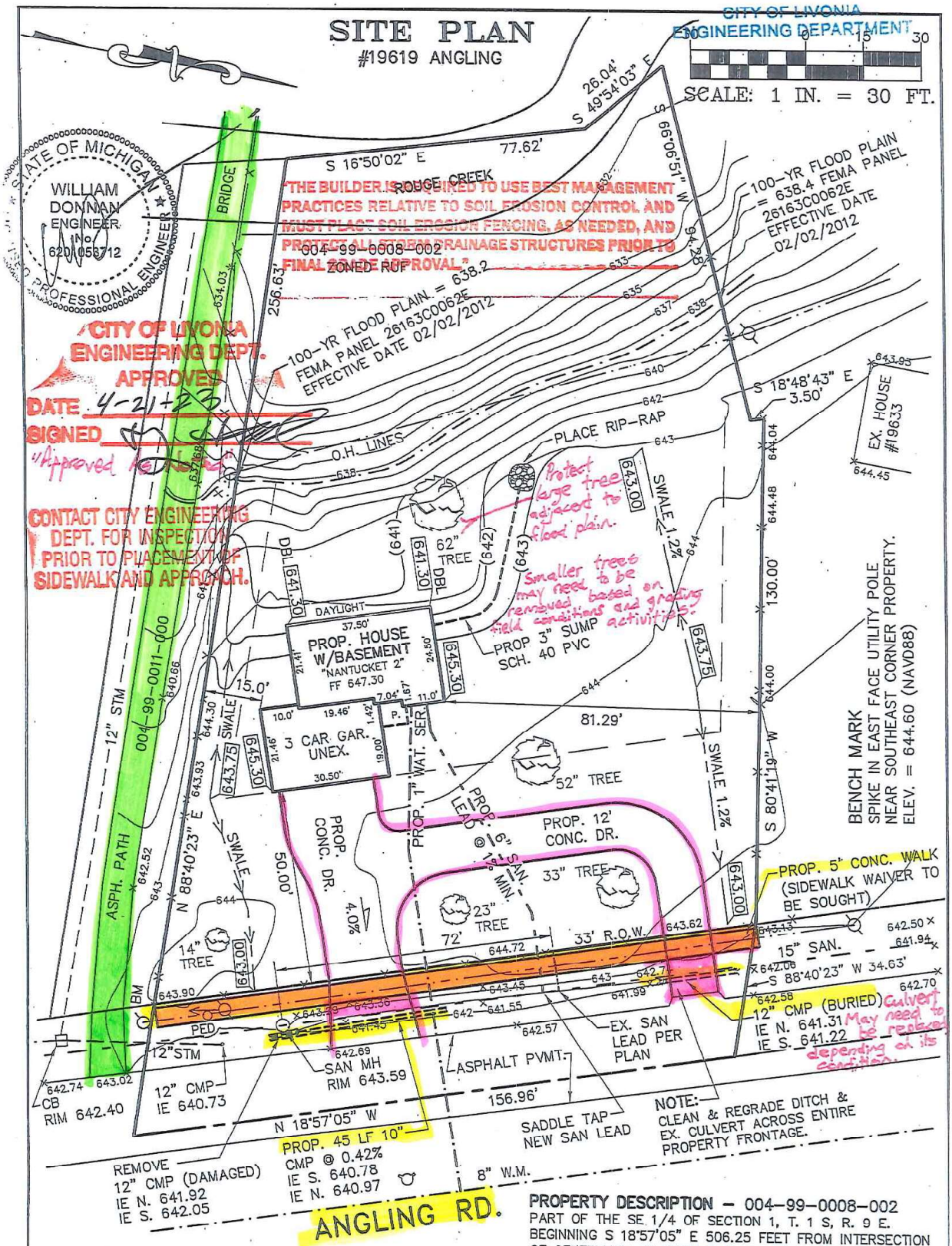
Permit #23-744 PP #13590 APR 04 2023

CITY OF LIVONIA ENGINEERING DEPARTMENT

SITE PLAN

#19619 ANGLING

SCALE: 1 IN. = 30 FT.



PROPERTY DESCRIPTION – 004–99–0008–002

PART OF THE SE 1/4 OF SECTION 1, T. 1 S, R. 9 E. BEGINNING S 18°57'05" E 506.25 FEET FROM INTERSECTION OF CENTERLINE OF ANGLING ROAD AND THE E–W 1/4 LINE OF SECTION 1; THENCE S 88°40'23" W 34.63 FEET; THENCE S 80°41'19" W 130.00 FEET; THENCE S 18°48'43" E 3.50 FEET; THENCE S 66°06'51" W 94.28 FEET; THENCE S 49°54'03" E 26.04 FEET; THENCE SOUTHERLY 78 FEET; THENCE N 88°40'23" E 256.63 FEET; THENCE N 18°57'05" W 156.96 FEET TO THE POINT OF BEGINNING. 0.78 ACRES

REVISED: 3/29/23

LEGEND

000.00 PROPOSED ELEV.

NOTE:
THE USE OF EXISTING SAN. LEAD REQUIRES TELEVISING BY DEVELOPER AND APPROVED BY ENGINEER PRIOR TO PLAN APPROVAL AND PERMIT ISSUANCE.

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT, SUITE 103 (734) 953–3335
LIVONIA, MICHIGAN 48150 FAX (734) 953–3324

PREPARED FOR
SOAVE/ORO CONSTRUCTION LLC
15195 FARMINGTON RD.
LIVONIA, MICHIGAN 48154
248–467–1021

DATE:	03/16/23
FB:	DRAWN: TBS
PROJ. NO:	22039
SHEET	1 OF 1

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

3. REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 DODGE CHARGER UTILIZING STATE OF MICHIGAN BID PRICING: Division of Police, re: to replace a high-mileage existing vehicle, from budgeted funds.

   Deputy Chief McDermott, Livonia Police Department, presented the request to Council.

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

   DIRECTION: APPROVAL Consent

LETTER TO THE LIVONIA CITY COUNCIL

3.

Police
September 27, 2023

MEETING DATE	PREPARED BY
Study Meeting 10-16-23	Benjamin McDermott, Deputy Chief of Police,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE ONE (1) 2023 DODGE CHARGER UTILIZING STATE OF MICHIGAN BID PRICING: Division of Police, re: to replace a high-mileage existing vehicle, from budgeted funds.

BACKGROUND DETAILS

All of the current Dodge chargers in the Police Department fleet are nearing the end of their service lives. Dodge is stopping production of all four-door Chargers at the end of October when they will transition to manufacturing two-door electric versions. The new 2023 AWD Dodge Charger will replace one of the existing units and can be upfitted with existing emergency equipment. The funds are budgeted and available to be expensed from account #101-307-985-000.

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

Pursuant to Finance Ordinance 3.04.140 d.4, the Police Department is requesting a waiver of the City's sealed bid process, based on the Police Department's association with the State of Michigan bid consortium. State of Michigan Contract #071B7700183.

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

One (1) 2023 Dodge Charger AWD four-door vehicle.

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

$35,557.00

DETAILED WORK BEING PERFORMED

N/A

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

The Police Department is requesting the purchase of one (1) 2023 Dodge Charger, Police Pursuit Package AWD, for $35,557.00, from funds budgeted in account #101-307-985-000.

LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.

Lansing, MI. 48911
(517) 394-1022

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

State of Michigan Government Contract Pricing #071B7700183.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): The Police Department is using State of Michigan bid consortium pricing.

ATTACHMENTS

1. LaFontaine Charger Quote 9-25-23

APPROVED BY

Thomas Goralski, Police Chief

Date: September 28, 2023

Michael Slater, Finance Director

Date: September 28, 2023

Paul Bernier, City Attorney

Date: September 29, 2023

Maureen Miller Brosnan, Mayor

Date: October 04, 2023

LaFontaine CDJR-Lansing
6131 S. Pennsylvania Ave.
Lansing, MI 48911
517-394-1022-Direct
517-394-1205-Fax
mdeacon@lafontaine.com

Name: Livonia
Address:
City: State: Mi Zip:
Contact:
Phone:
Email: -

Date: 9/25/2023
Quote 092523

State of Michigan Contract 071B7700183		
	2023 Dodge Charger AWD	$34,322.00
29A	3.6L V6	
PX8	Pitch Black	
X5X9	Black HD Cloth Bucket Seats w/ Vinyl Rear Seats	$135.00
GXF	Entire Fleet Alike Key (FREQ 1) (total 8 keys)	$160.00
LBG	Front Reading/Map Lamp	$85.00
LNA	Black Right Spot Lamp	$235.00
LNF	Black Left Spot Lamp	$235.00
LNX	LED Spot Lamps (required)	$300.00
CW6	Deactivate Rear Doors/Windows	$85.00
	Per contract delivery is $2.00 a mile one way mileage.	
	By signing the purchase agreement you agree to purchase of the vehicle or	
	vehicles X_____	
	Total Cost:	$35,557.00

Signed *Michelle Deacon*

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

4. AWARD OF BID: Community Resources and Communications Department, re: for the purchase, installation, and training of camera equipment to be used by the Cable Department, from budgeted funds.

   Kristin Houchins, Interim Director of Community Resources and Communications presented the request to Council.

   Councilmember McIntyre offered an approving motion for the Consent agenda.

   DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

4.

Community Resources
October 3, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Kristin Houchins, Interim Director of Community Resources,

AGENDA ITEM

AWARD OF BID: Community Resources and Communications Department, re: for the purchase, installation and training of camera equipment to be used by the Cable Department, from budgeted funds.

BACKGROUND DETAILS

The City of Livonia received sealed bids via the MITN website for camera equipment and supplies. Sealed bids were due by 2 p.m. on Oct. 13. We received one bid from Filmtools, Inc. We went out to bid due to the cost and scope of the equipment required.

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

We would like the Council to approve this purchase.

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

4 - Blackmagic Design URSA Broadcast G2 Camera with Fujinon 8.5-170mm Digital Servo Lens & Zoom/Focus Control 21.5lbs
2 - Video 18 fluid head + tripod flowtech100 MS with mid-level spreader and rubber feet + Speedlevel Clamp + padded bag ENG + carry handle
4 - Blackmagic Design URSA Viewfinder
4 - Blackmagic Design 7" URSA Studio Viewfinder G2
4 - Jason Cases (for equipment)
10 - SanDisk 512GB Extreme PRO CFast 2.0 Memory Card
8 - V-Mount Lithium Ion Battery, 14.4 volts, 238Wh
2 - Low Profile V-Mount priority-based simultaneous four position PowerCharger with LED display
1 - TriCaster TC1 2RU
1 - Racking Kit for 2RU and 3RU
1 - Pelican BlackBox 4U Light Duty Rack Mount Case
1 - ProTek Ultra for TriCaster TC1 including critical case handling, phone support and advanced replacement where applicable
1 - TC1SP TC1 Small Control panel
1 - iSeries 3016-10 Case
1 - ProTek Ultra for TriCaster TC1SP including critical case handling, phone support and advanced replacement where applicable
1 - NETGEAR M4250-10G2XF-POE++ AV SWITCH

4 - NSP12GIO Spark Plus 12G I/O
1 - NewTek Premium Access™ Subscription 1 Year
1 - Cat6a RJ45 Termination Plugs. Adapters, 12G Patch Cords, Shielded Patch cords, Hardware and Misc Supplies
4 - Category 6A 10G SF/UTP: Tactical (300 ft)
4 - Cable drum made of sheet metal with open front panel
1 - Service Contract: As Built Design, Engineering (configuration of complete system) and installation. Training, Consultation, Travel and Expenses

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

$138,393.00

DETAILED WORK BEING PERFORMED

This equipment purchase is replacing the cameras, studio kits and switcher, which were part of the production truck, dating back to the early 2000's. The truck was unexpectedly decommissioned by the DPW several years ago. The previous gear was standard definition. The new items record in 4K/UHD and use modern recording media and formats. The gear will mainly be used for multi-camera productions but can be used individually as well.

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

$138,393.00 from budgeted funds in account 297-806-987-000 - Cap Outlay-Other Eqp

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

We had one bidder and accepted his bid as it was under budget.
Filmtools Inc. (headquarters)
1015 N. Hollywood Way
Burbank, CA 91505
(818) 845-8066
Contact:
Jon Stilson, Chief Sales Engineer (Michigan)
(313) 819-9485
jobs@filmtools.com

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

ATTACHMENTS

1. S101623 LTC Camera Equip for Cable Dept
2. CAMERA EQUIP PRICE SHEET
3. CAMERA EQUIPMENT AND SUPPLIES FINAL DRAFT completed

APPROVED BY

Date: October 05, 2023

Kristin Houchins, Interim Director of Community Resources

Date: October 05, 2023

Michael Slater, Finance Director

Date: October 05, 2023

Paul Bernier, City Attorney

Date: October 06, 2023

Maureen Miller Brosnan, Mayor

CITY OF LIVONIA - CAMERA EQUIPMENT & SUPPLIES - PRICE PROPOSAL

COMPANY NAME:

ITEM	MFG	MODEL NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	BMD	CINEURSAMWC6KG2-XA20SX8.5BERM-KIT	Blackmagic Design URSA Broadcast G2 Camera with Fujinon 8.5-170mm Digital Servo Lens & Zoom/Focus Control 21.5lbs	4	$ 10,845.00	**$ 43,380.00**
			In the Box Blackmagic Design URSA Broadcast G2 Camera B4 Turret Dust Cap EF Mount EF Mount Dust Cap 8 x EF Mount Screw 12V/100W Power Supply URSA Mini Shoulder Pad URSA Mini Top Handle V-Mount Battery Plate 4 x V-Mount Plate Spare Screw Viewfinder Mounting Plate 2 x 1/4"-20 Baseplate Screw 2 x Long 1/4"-20 Top Handle Screw 2 x Short 1/4"-20 Top Handle Screw DaVinci Resolve Studio Download QR Code Camera Software Download QR Code Limited 1-Year Manufacturer Warranty Fujinon XA20sx8.5BERM-K3 ENG Lens 2-Year Warranty on Parts and Labor Fujinon MS-01 Rear Zoom and Focus Lens Control Kit for ENG/EFP Lenses SRD-92B Zoom Servo Demand CFH-3 Focus Handle/Grip CFC-12-990 Flexible Cable FMM-6B Manual Focus Module Limited 90-Day Manufacturer Warranty			
2	Sachtler	1811FTMS	Video 18 fluid head (1811) + tripod flowtech100 MS with mid-level spreader and rubber feet (5585) + Speedlevel Clamp (S2044-0001) + padded bag ENG (9104) + carry handle (S2051-1061)	4	$ 7,250.00	**$ 29,000.00**

COMPANY NAME:

ITEM	MFG	MODEL NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL
3	BMD	BMD-CINEURSANEVFP	Blackmagic Design URSA Viewfinder In the Box Blackmagic Design URSA Viewfinder Limited 1-Year Manufacturer Warranty	4	$ 1,299.00	**$ 5,196.00**
4	BMD	68121314	Blackmagic Design 7" URSA Studio Viewfinder G2 In the Box Blackmagic Design 7" URSA Studio Viewfinder G2 Sun Hood 8lbs	4	$ 1,296.00	**$ 5,184.00**
5	Jason Cases	BMURBRPL	Made with Genuine Pelican case Made of laser-cut high-grade foam Comes with wheels and pull-out handle It will store the following items: Blackmagic URSA Broadcast camera (also compatible with URSA Broadcast G2) Top handle (attached) Side arm and grip (attached) Blackmagic Camera Fiber Converter (attached) Camera Mounting plate / Shoulder pad mount Blackmagic URSA Studio Monitor (4) slots for CFast Media Pelican 0945 Charger and cables Multiple accessory pockets 32 x 20 x 12 in	4	$ 555.00	**$ 2,220.00**
6	SanDisk	SDCFSP-512G-A46D	SanDisk 512GB Extreme PRO CFast 2.0 Memory Card	10	$ 340.00	**$ 3,400.00**
7	Anton Bauer	8675-0160	V-Mount Lithium Ion Battery, 14.4 volts, 238Wh 3lbs	8	$ 691.00	**$ 5,528.00**
8	Anton Bauer	8475-0128	Low Profile V-Mount priority-based simultaneous four position PowerCharger with LED display	2	$ 1,270.00	**$ 2,540.00**
9	NEWTEK	FG-001587-R001	TriCaster TC1 2RU	1	$ 13,945.00	**$ 13,945.00**
10	NEWTEK	FG-001959-R001	Racking Kit for 2RU and 3RU	1	$ 252.00	**$ 252.00**
11	PELICAN	BlackBox 4U	Pelican BlackBox 4U Light Duty Rack Mount Case	1	$ 1,150.00	**$ 1,150.00**

COMPANY NAME:

ITEM	MFG	MODEL NO	DESCRIPTION	QTY	UNIT PRICE	TOTAL
12	NEWTEK	PTU-000000002	ProTek Ultra for TriCaster TC1 including critical case handling, phone support and advanced replacement where applicable	1	$ 1,625.00	**$ 1,625.00**
13	NEWTEK	FG-001589-R001	**TC1SP TC1 Small Control panel**	1	$ 6,400.00	**$ 6,400.00**
14	SKB	3i-3016-10BC	iSeries 3016-10 Case Control Panel Case	1	$ 300.00	**$ 300.00**
15	NEWTEK	PTU-000000020	ProTek Ultra for TriCaster TC1SP including critical case handling, phone support and advanced replacement where applicable	1	$ 779.00	**$ 779.00**
16	NETGEAR	GSM4212UX100NAS	NETGEAR M4250-10G2XF-POE++ AV SWITCH	1	$ 999.00	**$ 999.00**
17	NEWTEK	FG-003004-R001	NSP12GIO Spark Plus 12G I/O	4	$ 1,125.00	**$ 4,500.00**
18	NEWTEK	SW-000000007	NewTek Premium Access™ Subscription 1 Year (includes LiveGraphics™, LivePanel™, NDI® KVM, Advanced Audio, Virtual PTZ, and access to special LiveSet™ content)	1	$ 1,995.00	**$ 1,995.00**
19		MISC Supplies	Cat6a RJ45 Termination Plugs. Adapters, 12G Patch Cords, Shielded Patch cords, Hardware and Misc Supplies	1	$ 1,500.00	**$ 1,500.00**
20	CW	424C6A	Category 6A 10G SF/UTP: Tactical (300 ft)	4	$ 450.00	**$ 1,800.00**
21	SHILL	HT 380RM	Cable drum made of sheet metal with open front panel (Black or Orange)	4	$ 300.00	**$ 1,200.00**
22		Service	As Built Design, Engineering (configuration of complete system) and installation. Training, Consultation, Travel and Expenses.	1	$ 4,000.00	**$ 4,000.00**
23			Shipping & Handling			**$ 1,500.00**
24			**TOTAL ALL ITEMS (1-23)**			**$ 138,393.00**

Warranty:

Parts	Listed on attached quote
Labor	1 year
Pricing Expires	30 days

Refer all questions regarding this bid to:

Contact Person:	Jon Stilson
Title:	Chief Sales Engineer (Michigan)
Phone Number:	313-819-9485
Email:	jons@filmtools.com

CITY OF LIVONIA – REQUEST FOR BID

CAMERA EQUIPMENT AND SUPPLIES

The City of Livonia Michigan will receive sealed bids via the MITN WEBSITE ONLY (www.mitn.info) for CAMERA EQUIPMENT & SUPPLIES , Consultation, Travel and Expenses, according to the specifications herein. No substitutes or alternates will be accepted. Sealed bids will be received until 2:00 p.m., on **OCTOBER 3, 2023**. No faxed bids will be accepted. No late bids will be accepted. No physical bids will be accepted. All bid responses must be submitted in Adobe Acrobat PDF format via the MITN website. **BIDS MUST BE SUBMITTED ON CITY OF LIVONIA FORMS.**

Bids received via the MITN website by the specified due date and time will be publicly opened at the due date and time via Zoom. Vendors may attend the bid opening virtually by using the following credentials:

By Computer: https://us02web.zoom.us/j/82294127641
Meeting ID: 850 7925 4276 Passcode: 496174

By Phone: (312) 626-6799 Webinar ID: 822 9412 7641 Passcode: 496174

The City reserves the right to reject in or in part any and all bids received, to waive any irregularities or informalities or both; as it is determined to be in the best interests of the City of Livonia to do so.

The City of Livonia officially distributes bid documents through the Michigan Intergovernmental Trade Network (BidNet). **Bid documents obtained from any other source are not considered official copies.** The City of Livonia cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those firms who obtain the RFB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

QUESTIONS:
Questions regarding the Request for Bid must be submitted in writing to the attention of Enna A. Bachelor, Purchasing Manager, via email at: ebachelor@livonia.gov. All questions received

by 2:00 P.M. on SEPTEMBER 27, 2023 will be responded to in writing in the form of an addendum which will be posted on the MITN website. No phone calls will be accepted. All inquiries regarding this solicitation shall be submitted to the Purchasing Manager.

REMINDERS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2. PREPARATION OF BID-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

3. EXPLANATION TO BIDDERS-Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before. The submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, Oral explanation or instructions given prior to the opening will not be binding.

5. CASH DISCOUNTS-Discounts offered for payment within less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

6. WITHDRAWAL OF BIDS-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least 60 days after bid opening.

7. ALTERNATE BIDS-Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered nonresponsive.

8. LATE BIDS-Any bid received **after** the exact time specified for receipt, will not be considered.

9. Unless otherwise stated all equipment and supplies shall be delivered to: Livonia City Hall, 33000 Civic Center Drive, Livonia, MI , Attn: Mike DiFazio, Livonia Television,

The owner may at any time, by written notice to the contractor, terminate this contract and the contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.

B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

NOTE:

1. City-based firms shall have preference per local bidder preference ordinance, Livonia Code of Ordinances Section 3. 04. 140E.
2. Final payment will not be made until final acceptance of work performed has been granted by the City of Livonia.
3. Bidder must be able to provide local, on-site support and service for this package of equipment

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CITY OF LIVONIA REQUEST FOR QUOTE
CAMERA EQUIPMENT & SUPPLIES

Submitted by: Filmtools Inc.
(COMPANY NAME)

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

In accordance with the contract documents including the furnishing of all labor, material, equipment, permits, and insurance necessary to provide the following:

CAMERA EQUIPMENT & SUPPLIES
Including: As Built Design, Engineering (configuration of complete system) and installation. Training, Consultation, Travel and Expenses

No substitutions will be accepted. Bidders must offer pricing on the product specified. Removal and disposal of existing equipment is required and shall be completed when new equipment is installed.

BIDDERS SHALL PROVIDE PRICING ON THE ATTACHED EXCEL SPREADSHEET. PRICING SHALL BE UPLOADED TO THE MITN WEBSITE AS AN EXCEL FILE. ALL OTHER FORMS SHALL BE UPLOADED AS AN ADOBE PDF FORMAT. PRICING MUST BE OFFERED ON FORMS PROVIDED BY THE CITY OF LIVONIA,

The undersigned has checked the bid figures carefully and understands that he shall be responsible for any error or omission in this bid offer and is in receipt of all addenda issued. Indicate addendum number to confirm receipt.

Addendum #1 JS 09/19/23 Addendum #2_____ Addendum #3_____

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

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

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

thereof.

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

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

Firm Name Filmtools Inc. Date 09-29-2023
(If corporation, partnership, or assumed name)

Signature _____ Jon Stilson
(Person executing bid and official capacity)
Cheif Sales Engineer Michigan Office
313-819-9485
(Names of principal officers and designate official capacity)
(If partnership or assumed name, indicate names of owners)

Address 1015 N.Hollywood Way (Headquarters)

City/State/Zip Burbank, California 91505

Phone 818) 845-8066 FAX (818) 845-4237

Can installation be completed by November 30, 2023? X Y ____N

CUSTOMER SERVICE NUMBER FOR REPAIRS & MAINTENANCE: 313-819-9485

DELIVERY REQUIREMENTS: All equipment shall be delivered to Livonia City Hall 33000 Civic Center Drive, Livonia, MI 48084, Attention: Mike DiFazio, Livonia Television. Vendor shall provide notice of delivery at least 48 hours in advance. Equipment shall be delivered directly to the location within the address provided where installation shall occur.

All work shall be performed between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. Vendors shall receive advanced approval the department to work outside of the hours specified herein. Any damage resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

All bids submitted shall include:

- Form of Proposal Form
- Excel Price Proposal (Save as separate file in Excel format when uploading)
- References
- Statement of Qualifications
- Supplemental Product information
- Warranty Information

CONTACT PERSON WHO CAN RESPOND TO QUESTIONS REGARDING BID SUBMISSION:

Name Jon Stilson Title Chief Sales Engineer (Michigan)

Phone No. 313-819-9485 Email jons@filmtools.com

REFERENCES: CAMERA EQUIPMENT & SUPPLIES

COMPANY NAME: Filmtools Inc.

Reference Company Name: GRTV City/State: Grand Rapids, Michigan	
Summary of Work Performed: Installation of 4 - Studio Cameras, 3 - Tripods, 1 - Pedistal, 1 - Prompter and Tricaster into Control Room.	
Dates of Work: January 2023	
Company Contact Person: Ted Diedrich	Title: Station Manager
Phone Number: (616) 459-4788 x 117	Email: ted@grcmc.org

Reference Company Name: City of Pontiac City/State: Pontiac, Michigan	
Summary of Work Performed: Council Chamber Projector and Cameras (5), Broadcast Pix Edit System, Cablecast Automated Playout System and Infrustructure.	
Dates of Work: June 2023	
Company Contact Person: Phil Brown	Title: Program Manager
Phone Number: 248-758-3028	Email: pbrown@pontiac.mi.us

Reference Company Name: Huron Charter Township City/State: New Boston, Michigan	
Summary of Work Performed: Council Chambers, Audio System, Control Room, Switcher and Automated Playback System	
Dates of Work: 09-18-2023	
Company Contact Person: Jeremy Cady	Title: Township Clerk
Phone Number: 734.753.4466	Email: jcady@hurontownship-mi.gov

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

SECTION	TOPIC
1.	Contract Documents
2.	Definitions
3.	Intent of the Contract Documents
4.	Contract Drawings and Specifications
5.	Shop Drawings
6.	Soil Conditions
7.	“Or Equal” Clause
8.	Patents and Infringements
9.	Superintendence
10.	Workers
11.	Subcontracting
12.	Director’s Status
13.	Inspector’s Status
14.	Inspection
15.	Protection of Work
16.	Accident Protection
17.	Working Space
18.	Use of the Site
19.	Order of Completion – Use of Completed Portion
20.	Permits, Surveys and Compliance With Laws
21.	Laying Out Work
22.	Survey Monuments

GENERAL CONDITIONS

23. Sanitary Regulations

24. Report of Errors and Discrepancies

25. Estimated Quantities

26. Contractor's and Subcontractor's Insurance

27. Proof of Carriage of Insurance

28. Performance Bond

29. Labor and Materials Bond

30. Maintenance and Guarantee Bond

31. Forfeiture of Contract

32. Definition of Notice

33. Additional or Omitted Work – Payment

34. Deduction for Uncorrected Work

35. Time Limit of Contract

36. Extension of Time

37. Estimates and Payments

38. Fair Employment Practices Act

CITY OF LIVONIA
DEPARTMENT OF PUBLIC WORKS
PUBLIC SERVICE DIVISION

GENERAL CONDITIONS

1. Contract Documents

The contract documents shall consist of the Notice to Bidder, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, Contract, and any additional documents which may be made a part of the contract.

2. Definitions

Certain terms, when used in the contract documents, shall be respectively defined as follows:

"City or Owner"	The City of Livonia.
"Contractor"	The person, firm or corporation to whom the within contract is awarded by the Owner and who is subject to the terms hereof.
"Subcontractor"	A person, firm or corporation, other than a Contractor, supplying labor and/or materials which contribute in any manner to performance of the within contract.
"Surety"	Any person, firm or corporation that has executed, as Surety, the Contractor's bonds securing the performance of the within contract.
"Director"	The Director of Public Works of the City of Livonia or any of his designated representatives.

3. Intent of the Contract Documents

The respective contract documents are complementary, so that requirements of any particular document shall be applicable to all. The contract price, as such term is used in the contract documents, shall include the cost of all superintendence, labor and materials, and all other expense necessary for the proper execution of the work.

The specifications, schedules, plans and drawings herein referred to shall be taken together to explain each other and to make the whole consistent. Work shown on a plan and not mentioned in the specifications, or vice versa, shall be performed as if shown by both; and, in case of conflict, the Director will determine which will govern. In case of ambiguity in the plans or specifications, the Director will decide as to the correct interpretation thereof. Where errors or omissions are encountered in the contract documents, the applicable sections of the current edition of the Wayne County's Road Commissioners General Specifications for Roads, Bridges, and Miscellaneous Construction shall prevail.

GENERAL CONDITIONS

When not otherwise specifically defined in the contract documents, words therein which describe materials or work having a well-known technical or trade meaning, recognized by architects, engineers and the trade, shall be construed in accordance with such meaning.

4. Contract Drawings and Specifications

The contractor shall be held to have compared the premises with the contract drawings and specifications, prior to submitting a proposal, and to have fully informed himself as to the condition of the premises, existing structures, and any other condition affecting the carrying out of the work. No additional consideration or compensation will be allowed by reasons of obvious errors or omissions in the contract drawings or specifications.

Unless otherwise provided in the contract documents, the City will furnish the contractor, free of charge, copies of all contract drawings and specifications reasonably necessary to carry out the work.

All work shall strictly conform with the contract drawings and specifications, and the contractor shall not proceed without reference thereto.

Approved or conformed copies of the contract drawings and specifications shall be maintained at the work site by the contractor and be made available to the City at all times.

5. Shop Drawings

The contractor shall submit to the Director all shop or setting drawings and schedules required for the work, make any corrections therein required by the Director, and resubmit same without delay.

Approved or conformed copies of all shop or setting drawings shall be maintained at the work site by the contractor and be made available to the City at all times.

6. Soil Conditions

The contractor shall be held to have made his own determination of soil conditions on the premises, prior to submitting a proposal, and shall complete the work in whatever soil materials and under whatever conditions he may encounter or create, without additional cost to the owner. This shall apply whether or not borings are shown on the drawings.

7. "Or Equal" Clause

Whenever an article, material, or item of equipment is specified in any of the contract documents by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal," if not inserted, shall be implied.

The specified article, material, or equipment shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be

GENERAL CONDITIONS

construed in such a manner as to exclude manufacturers' products of comparable quality, design and efficiency. The contractor shall comply with requirements in the contract documents relative to the City's approval of materials and equipment before they are incorporated in the work.

8. **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 at 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 contractor immediate notice in writing of the institution of such suit 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.

9. **Superintendence**

The contractor shall give his personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative who is satisfactory to the City and who has authority to act for the contractor.

10. **Workers**

The contractor shall employ only competent, efficient workers 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 City shall notify the contractor, in writing, that in its opinion any worker so employed is careless, incompetent, disorderly, or otherwise unsatisfactory, such worker shall be relieved from the job and shall not again be employed thereon except with the written consent of the City.

11. **Subcontracting**

The contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this contract without the written consent of the City. If the contractor sublets any part of this contract, he shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons they directly or indirectly employed, as he is for the acts and omissions of his own employees.

12. **Director's Status**

The Director shall have general supervision and direction of the work, and authority to stop such work whenever necessary to insure proper performance of this contract. He shall also have authority to reject all work and materials which do not conform with the

contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to decide questions which arise in the course of such work.

13. **Inspector's Status**

The City may appoint on-the-job inspectors who shall be under the direction of the Director. Such inspectors will inform the Director as to the work progress, the manner in which it is being done, and the quality of materials being used. They will call the contractor's attention to any observed failure to follow the plans and specifications. They shall have the authority to reject materials or workmanship which are defective and to suspend the work until any questions concerning compliance with the contract can be referred to and decided by the Director; but they shall have no authority to direct the contractor's work or workers, to supervise the contractor's operations or to change the contract plans or specifications.

In no instance shall any action or omission on the part of an inspector release the contractor from his responsibility to complete the work in accordance with the plans and specifications.

14. **Inspection**

The City and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and for inspection.

The City representative shall be provided all dates, times and locations of the work being performed.

The City shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be promptly removed from the premises without charge to the City. If the contractor does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the City may remove them and charge the expense to the contractor.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the contractor shall, on request, promptly furnish any necessary facilities, labor and materials. If such work is found to be defective in any material respect, due to the fault of the contractor, or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15%, shall be allowed the contractor.

15. **Protection of Work**

GENERAL CONDITIONS

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and adjacent property from injury arising in connection with this contract.

The work under this contract shall be at the risk of the contractor in every respect until finished and accepted by the City.

The contractor shall furnish and maintain necessary passageways, guard fences, lights and such other facilities and means of protection as may be needed.

16. **Accident Prevention**

Precaution shall be observed at all times for the protection of persons including employees and property. The safety provisions of applicable laws, as well as building and construction codes, shall be observed. Machinery and equipment shall be guarded, and all hazards guarded or eliminated, in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

Substantial barricades shall be erected as deemed necessary to prevent accidents to vehicular or pedestrian traffic, and safety orange flags by day and safety orange lights by night shall be diligently posted by the contractor at all points of possible danger. In case detours or other traffic instructions are necessary, suitable warning or direction devices shall be installed and maintained by the contractor.

Should the contractor fail to comply with any provisions of this contract, affecting the public welfare or safety, the City may, with or without notice, cause the necessary precaution to be taken and will deduct the cost of such work from any money due or to become due the contractor under this contract; but the performance of such work by the City, or at its direction, shall not release the contractor from his general or particular liability for the safety of persons or property.

17. **Working Space**

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 unnecessarily 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.

18. **Use of Site**

In his 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.

GENERAL CONDITIONS

The contractor shall enforce the City's instructions regarding signs, advertisements, fires and smoke.

19. **Order of Completion – Use of Completion Portion**

The contractor shall cooperate with the City, when reasonably possible, to complete any portion or portions of the work in such order of time as will be beneficial to the City without prejudice to the contractor's interests.

Use of a completion portion of the work by the City shall not be deemed as acceptance of the work so used or any part thereof.

20. **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 the 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.

21. **Laying Out Work**

Principal reference lines or points and bench marks shall be given by the Director when he deems necessary; or he shall be given twenty-four (24) hours advance notice if the contractor requires such information.

The Director will set suitable stakes and marks showing the locations and elevations of the various parts of the work and will furnish the contractor with cut sheets referred to the reference points. No work shall be undertaken until such stakes and marks shall have been set. The contractor shall assure that the work at all times proceeds in accordance with the stakes and marks and shall provide all labor and materials to set required batter boards and locate the work accurately with respect to the reference points.

The contractor shall carefully preserve reference points and stakes; and, in case of willful or careless destruction thereof, he will be charged with the resulting expense and shall be responsible for any errors that may be caused by their loss or disturbance.

22. **Survey Monuments**

The contractor shall protect and preserve all land survey monuments or property corners along the line of his work. Where monuments or irons are unavoidably disturbed or removed due to operations under this contract, the contractor, at his own expense, shall employ the services of a registered land surveyor to establish, reset or replace such monuments or irons.

GENERAL CONDITIONS

23. Sanitary Regulations

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained in sanitary condition by the contractor; and their use shall be strictly regulated.

24. Report of Errors and Discrepancies

If, in the course of the work, the contractor finds any discrepancies between the plans and physical conditions encountered, or any errors or omissions in the plans or layout, it shall be his duty to immediately inform the Director in writing. Any work done after such discovery, until authorized by the Director, will be at the contractor's risk.

25. Estimated Quantities

The quantities of the various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work under this contract; and neither the City nor its agents are to be held responsible should any of the estimated quantities be found incorrect during the performance of the work; and the contractor shall make no claim for anticipated profit, nor for the loss of profit, because of a difference between the quantities of the various classes of work actually done or materials actually delivered, and the estimated quantities as herein stated.

26. 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 his subcontract until he has obtained the insurance herein required.

a. Worker's Compensation Insurance. The contractor shall procure and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees who engage in the work to be performed; and, in any 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. The contractor shall procure and maintain during the life of this contract, Contractor's Public Liability and Property Damage Insurance in an amount not less than $1,000,000 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 on account for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property.

c. Owner's and Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage

GENERAL CONDITIONS

Insurance, in the name of the City, in an amount not less than $1,000,000 for injuries, including accidental death, to each person; and, subject to the same limits for each person, in an amount not less than $1,000,000 for damage to property. Such insurance shall include motor vehicle exposure.

d. Subcontractor's Public Liability and Property Damage Insurance. 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 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 on account for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property.

e. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance.

(1) 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 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 on account for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property.

(2) 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 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 for each accident; and in an amount not less than $1,000,000 on account for each accident for damage to property.

27. Proof of Carriage of Insurance

The contractor shall provide the City, at the time this contract is returned by him for execution. **A letter from the insurance carrier** (NOT the agent or agency) which refers to the certificate by number and states that notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, together with an **Earlier Notice of Cancellation endorsement** which describes the notice the City of Livonia will receive prior to any change or cessation of coverage (*sample attached*).

28. Performance Bond

The contractor, within fifteen (15) days from the date of acceptance of his proposal, shall execute in favor of the City a surety bond form in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract. Should the contract price not exceed $50,000.00, the contractor may deposit with the City Clerk cash, a certified check or irrevocable bank letter of credit, or a surety bond, whichever the

GENERAL CONDITIONS

contractor selects, acceptable in form and content to the City Attorney, in the full amount of the contract.

29. **Labor and Materials Bond**

The contractor, within fifteen (15) days from the date of acceptance of his proposal, shall execute in favor of the City a surety bond form in an amount at least equal to 100% of the contract price, as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Should the contract price not exceed $50,000.00, the contractor may deposit with the City Clerk cash, a certified check or irrevocable bank letter of credit, or a surety bond, whichever the contractor selects, acceptable in form and content to the City Attorney, in the full amount of the contract.

30. **Maintenance and Guarantee Bond**

The contractor, as a condition precedent to final payment, shall execute in favor of the City, a Maintenance and Guarantee Bond in an amount at least equal to 100% of the contract price. The guarantee shall cover all work performed and materials furnished under this contract for the duration of the contract subsequent to the date of the final payment.

31. **Forfeiture of Contract**

If the work to be done under the contract shall be abandoned by the contractor, or, if at any time in the judgment of the City, the contractor shall fail to perform the work at a reasonable rate of progress, or to comply with all or any of the terms and requirements herein set forth, then the City shall have the right to take possession of the work, including contractor's plant, supplies, and materials, at any time after having notified the contractor in writing to discontinue the work under this contract for said cause or causes, and such action shall not affect the right of the City to recover damages resulting from such abandonment or failure to perform. Upon receiving such notice, the contractor shall, upon demand, immediately give the City safe and peaceable possession of the work, including the plant, and shall then cease to have control over any portion thereof or the workers employed thereon.

The City may then proceed to complete the work herein specified, by contract or otherwise, and the entire cost incurred shall be charged to the contractor and deducted from any sum or sums due or to become due under the contract; the excess cost, if any, shall be paid to the City by the contractor or his sureties.

32. **Definition of Notice**

Where the contract documents provide for the giving of any notice, it shall be deemed to have been given:

a. As to the City, when written notice shall have been delivered to the Director or the City Clerk, or shall have been placed in the U. S. mail, addressed to the City Clerk at the place where the bids or proposals for the contract were opened;

GENERAL CONDITIONS

b. As to the contractor, when written notice shall have been delivered to his chief representative then present at the site of the work, or shall have been placed in the U. S. mail, addressed to the contractor at his permanent place of business, as stated in the papers prepared by him to accompany his proposal; and

c. As to the surety on a Performance Bond or Labor and Materials Bond, when a written notice shall have been placed in the U. S. mail, addressed to the surety at his home office or to the agents who executed such Performance Bond or Labor and Materials Bond on the surety's behalf.

33. Additional or Omitted Work – Payment

The City may authorize changes in, additions to, or deductions from the work to be performed or the materials to be furnished pursuant to the provisions of this contract.

Adjustments, if any, in the amounts to be paid to the contractor by reason of any such change, addition or deduction, shall be determined by one or more of the following methods:

a. By unit prices contained in the contractor's original bid and incorporated in the contract.

b. By a supplemental schedule of prices contained in the contractor's original bid and incorporated in the contract.

c. By an acceptable lump sum proposal from the contractor.

34. Deduction for Uncorrected Work

If the City deems it expedient to accept work which has been damaged or not done in accordance with the contract, an equitable adjustment will be made so as to deduct from the contract price the cost of repairing or properly performing such work.

35. Time Limit of Contract

The parties hereto distinctly understand and agree that the time specified for completion of the work is the essence of this contract, and that the contractor shall not be entitled to claim performance of this agreement unless the work is satisfactorily completed, in every respect, within the time herein specified.

36. Extension of Time

GENERAL CONDITIONS

An extension of time may be granted by the City in the event of the work being delayed, beyond the prescribed time for completion, by carriers, the elements, general strikes, accidents or other causes not under the contractor's reasonable control. Such an extension of time shall be deemed to be in full compensation for any loss or injury sustained by the contractor by reasons of delays caused as aforesaid, and the contract shall not thereby be invalidated in any respect.

37. Estimates and Payments

The City shall pay to the contractor amounts bid in the proposal, or as modified by subsequent agreement, less deduction for any unsatisfactory or incomplete work, based upon measurements by the Director or as otherwise herein stipulated, and such measurements shall be final and conclusive.

The contractor shall submit to the City an application for each payment and shall submit a Contractor's Declaration stating that he has not performed any work, furnished any material, sustained any loss, damage or delay, for any reasons, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the City and, if required, shall submit receipts or other vouchers showing his payments for materials and labor, including payments to subcontractors.

Payments, based on progress estimates, will be made bi-weekly for ninety-five percent (95%) of the work completed, less any deductions or reservations which may be made in accordance with the terms of this contract, provided that the work is progressing satisfactorily, all orders of the Director have been complied with, and the time of completion shall not have expired. No allowance will be made for materials furnished which have not been incorporated in the completed work, unless otherwise stated in the contract documents.

The City may withhold payment of any progress estimate, or portion thereof, until the contractor shall have furnished satisfactory evidence that he has paid all claims of every nature.

No payment shall be considered as acceptance of work completed, or any portion thereof, prior to completion of all work required by this contract and payment of the final estimate.

Within thirty (30) days after completion of all work required by this contract to the satisfaction of the City and the Director, in accordance with all and singular terms and stipulations herein contained, the City shall make final payment based upon a final estimate made by the Director. Before such payment is made, the contractor shall, as directed by the City, execute a Contractor's Affidavit that he has paid all claims of every nature, or secured a release from the surety or sureties approving payment. The final payment shall be considered as full approval and acceptance of the completed work herein specified.

Acceptance by the contractor of the final payment aforesaid shall operate as, and shall be, a release of the City and its agents, from all claims by and liability to the contractor for

GENERAL CONDITIONS

anything done, furnished for, or relating to the work, as well as any act or neglect of the City or of any person relating to or affecting the work.

38. **Fair Employment Practices Act**

a. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry.

b. The contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his age or sex, except where based on a bona fide occupational qualification.

c. Breach of the covenants contained in either of the foregoing paragraphs may be regarded as material breach of this contract and may result in its cancellation, termination or suspension in whole or in part and in the contractor being declared ineligible to contract in the future with the City of Livonia.

PROOF OF LIABILITY INSURANCE REQUIREMENT
CITY OF LIVONIA PROJECTS

Insurance Carrier letterhead
(NOT agent or agency letterhead)

SAMPLE

Date

City of Livonia
12973 Farmington Road
Livonia, MI 48150

Ref: ***Name of Company (vendor)***
Carrier: ***Name of Insurance Carrier***
Policy No: ***number***
Policy Term: ***START and END dates***

To Whom It May Concern:

Refer to attached certificate issued ***(date)*** and the following:

Notwithstanding the disclaimers on the referenced certificate, the coverages, coverage amounts, and expiration dates stated on the certificate are true and correct in all particulars, and the attached endorsement describes the notice the city of Livonia will receive prior to any change or cessation of coverage.

Sincerely,

_____
Name
Title
Company

PROOF OF LIABILITY INSURANCE REQUIREMENT
CITY OF LIVONIA PROJECTS

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Ref: ***Name of Company (vendor)***
Carrier: ***Name of Insurance Carrier***
Policy No: ***number***
Policy Term: ***START and END dates***

SAMPLE

Number of days' notice: ____**30**____

For any statutorily permitted reason, the number of days required for notice of cancellation is increased to the number of days shown in the schedule above.

If this policy is cancelled by us we will send the named insured and any party listed in the following schedule, notice of cancellation based on the number of days' notice shown above.

SCHEDULE

Name of Person or Organization

The name of Person or Organization is any person or organization holding a certificate of insurance issued for you, provided the certificate:

1. Refers to this policy;
2. States that notice of:
   a. Cancellation;
   b. Nonrenewal, or
   c. Material change reducing or restricting coverage;

   Will be provided to that person or organization;

3. Is in effect at the time of the:
   a. Cancellation
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy.

Mailing Address

The mailing address is the address shown for that person or organization in that certificate of insurance.

Michigan Department of Transportation

1304A (05/06)
City of Livonia

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

INSTRUCTIONS: All information must be submitted on Form 1304A. Any other form is invalid.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/Commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED			
ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		

ALL WORK PERFORMED FOR THE CITY OF LIVONIA AS A PRIME OR SUBCONTRACTOR

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES EFFECTIVE	POLICY DATES EXPIRATION	LIMITS: Each Occurrence: $1,000,000 Aggregate: $2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
☐ General Liability				General Aggregate	$
☐ Commercial General Liability				Prods. comp/ops Aggregate	$
☐ Claims Made ☐ Occurrence				Personal &Advertising Inj.	$
☐ $_____ P.D. Deductible				Each Occurrence	$
☐ XCU Exclusion				Fire Damage (any one fire)	$
☐ Owners/Contractors Protective				Medical Exp. (any one person)	$
AUTOMOTIVE LIABILITY				Combined Single Limit (Minimum $2,000,000.00)	$
☐ Any Auto					
☐ All Owned Autos				Bodily Injury (per person) (Minimum $500,000.00)	$
☐ Scheduled Autos					
☐ Hired Autos				Bodily Injury (per accident) (Minimum $1,000,000.00)	$
☐ Non-Owned Autos					
☐ Garage Liability				Property Damage (Minimum $1,000,000.00)	$
☐ Umbrella				Each Occurrence	$
				Aggregate	$
☐ Excess Liability Other Than Umbrella				Each Occurrence	$
				Aggregate	$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY	
				$	(Each Accident)
				$	(Disease- Policy Limit)
				$	(Disease- Each Emply.)
☐ Other					

NAME OF AGENCY	NAME OF INSURANCE COMPANY (If only one for all policies)		
ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		

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Michigan Department of Transportation

1304A (05/06)
City of Livonia

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

INSTRUCTIONS: All information must be submitted on Form 1304A. Any other form is invalid.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/Commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED			
THE SMITH COMPANY			
ADDRESS	CITY	STATE	ZIP CODE
12345 AVENUE	LIVONIA	MI	12345
TELEPHONE NO.	FAX NO.		
(734)123-4567			

ALL WORK PERFORMED FOR THE CITY OF LIVONIA AS A PRIME OR SUBCONTRACTOR

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES EFFECTIVE	POLICY DATES EXPIRATION	LIMITS: Each Occurrence: $1,000,000 Aggregate: $2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
☒ General Liability				General Aggregate	$ 2,000,000.00
☐ Commercial General Liability				Prods. comp/ops Aggregate	$ 2,000,000.00
☐ Claims Made ☒ Occurrence				Personal &Advertising Inj.	$ 1,000,000.00
☐ $_____ P.D. Deductible				Each Occurrence	$ 1,000,000.00
☐ XCU Exclusion				Fire Damage (any one fire)	$
☒ Owners/Contractors Protective				Medical Exp. (any one person)	$ 5,000.00
AUTOMOTIVE LIABILITY				Combined Single Limit (Minimum $2,000,000.00)	$ 2,000,000.00
☒ Any Auto					
☐ All Owned Autos				Bodily Injury (per person) (Minimum $500,000.00)	$ 500,000.00
☐ Scheduled Autos					
☐ Hired Autos				Bodily Injury (per accident) (Minimum $1,000,000.00)	$ 1,000,000.00
☐ Non-Owned Autos					
☐ Garage Liability				Property Damage (Minimum $1,000,000.00)	$ 1,000,000.00
☒ Umbrella				Each Occurrence	$ 1,000,000.00
				Aggregate	$ 1,000,000.00
☒ Excess Liability Other Than Umbrella				Each Occurrence	$ 1,000,000.00
				Aggregate	$ 1,000,000.00
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY	
				$ 500,000.00	(Each Accident)
				$ 500,000.00	(Disease- Policy Limit)
				$ 500,000.00	(Disease- Each Emply.)
☐ Other					

NAME OF AGENCY	NAME OF INSURANCE COMPANY (If only one for all policies)		
AMERICA'S INSURANCE COMPANY			
ADDRESS	CITY	STATE	ZIP CODE
54321 STREET	ANY CITY	MI	54321
TELEPHONE NO.	FAX NO.		
(734)765-4321			

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF LIVONIA	12973 FARMINGTON ROAD LIVONIA, MI 48150

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

INS-5

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
CITY OF LIVONIA **12973 FARMINGTON ROAD** **LIVONIA, MI 48150**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to *include* as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

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ACOUSTIC CEILING TILES - FIRE DEPARTMENT
CITY OF LIVONIA, MICHIGAN

CONTRACT

THIS CONTRACT, entered into this _____day of _____, A.D. 2023, between the CITY OF LIVONIA, hereinafter referred to as the Owner, party of the first part, and _____ hereinafter referred to as the Contractor, party of the second part.

WITNESSETH, that the said Contractor, for the consideration mentioned in the various items set forth below, by these presents does agree that he will furnish all labor, materials, machinery, tools, and equipment and do all things necessary for and incidental to the

CAMEERA EQUIPMENT & SUPPLIES

together with appurtenances thereto, as set forth in certain Notice to Bidders, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, and the following documents, all of which are attached hereto and made a part of this agreement:

IN CONSIDERATION WHEREOF, said Owner does agree to pay to said Contractor the not to exceed sum of ($_____) based upon the amounts and sum listed in the Form of Proposal; which is subject, however, to adjustment by reason of any change in, addition to or deduction from the work, as provided in the General Conditions.

For the faithful performance of all and singular terms and stipulations contained in this agreement, said parties respectively bind themselves, their heirs, executors, administrators, successors, and assigns.

CAMERA EQUIPMENT & SUPPLIES

CONTRACT

IN WITNESS HEREOF, said parties have this day hereunto set their hands and seals, in triplicate.

Witnesses for City:

_____

_____

CITY OF LIVONIA, OWNER

_____
Maureen Miller Brosnan
Mayor

_____
Susan M. Nash
City Clerk

Witnesses for Contractor:

_____

_____

_____
(Contractor)

By: _____

_____
Print Name and Title

APPROVED:

_____
_ Michael T. Slater
Director of Finance

_____

APPROVED AS TO FORM:

_____
_ Department of Law

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

5. REQUEST FOR AUTHORIZATION TO PURCHASE FOUR (4) FORD ESCAPES UTILIZING STATE OF MICHIGAN BID PRICING: Inspection Department, re: to replace current, outdated vehicles, from budgeted funds.

   Jerome Hanna, Director of Inspections, presented the request to Council.

   Vice President Toy confirmed all vehicles will all be white.

   Councilmember Bahr asked if the opportunity with these vehicles is that they are cheaper than expected. He also asked for the mileage of the vehicles being replaced and if they need repairs.

   Mr. Hanna said the opportunity is that they are at the dealership and ready to deliver. The vehicles being replaced range from 65,000 to 87,000 miles and two of the vehicles need three to four thousand dollars in repairs.

   Councilmember Donovic said he understands that the wait on vehicles could be one or two years due to manufacturing shortages.

   Mr. Hanna said he cannot get any Escapes until 2025 if he doesn’t take these.

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

   DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

5.

Inspection
October 2, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Jerome Hanna, Director of Inspection,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE FOUR (4) FORD ESCAPES UTILIZING STATE OF MICHIGAN BID PRICING: Inspection Department, re: to replace current, outdated vehicles, from budgeted funds.

BACKGROUND DETAILS

The 2022-2023 approved Capital Projects Funds include funds to purchase five (4) vehicles for the Inspection/Ordinance Department. Arrangements were made to incorporate the new vehicle purchases through the State bid process (contract No. 071-B77 00180), an extended purchasing program made available to local governments through the State of Michigan. The State bid this year was awarded to and accepted by Lunghamer Ford.

1. Four (4) 2023 Ford Escapes. Cost: $30,396.00 each $121,584.00 total

2. Vehicles will be upfitted by Truck & Trailer Specialties, Inc through City of Rochester Hills contract RFP-RH-20-023 with wig wag lighting in headlights and taillights, rear window flashers, chassis grill flashers, side-facing flashers, and WeatherTec floor liners. Cost:
$3,145.00 each $12,580.00 total

3. The completed cost of the vehicles is: $134,164.00

It is the recommendation of the Inspection Department that City Council:
Recommendation to purchase four (4) 2023 Ford Escapes under the State of Michigan Contract

1. Authorize the purchase of four (4) 2023 Ford Escapes under the State of Michigan extended purchasing program (contract No. 071-B77 00180) from Lunghamer Ford, 1960 E. Main St, Owasso, MI 48867 in the total amount of $121,584.00 from Budgeted Funds for the Inspection/Ordinance Department (101-371-985-000 & 226-521-985-000).

2. Authorize the upfitting of the four (4) Ford Escapes under the City of Rochester Hills RFP-RH-13-030 from Truck and Trailer Specialties Inc. 1200 Victory Drive, Howell, MI 48843, in the amount of $12,580.00 from budgeted funds for the Inspection/Ordinance Department (101-371-985-000 & 226-521-985-000).

3. Authorize the Director of Inspection to make any minor adjustments as needed.

The Ford Escape was chosen for several reasons as follows:

1. The total cost of the vehicles (with safety lights) is $134,164.00, is within budget, and are ready for immediate delivery.

2. Ford Motor Co. is a preferred vendor because of its participation in the State Bidding process and produces a quality U.S.-made vehicle.

3. The City Equipment Fleet Manager has recommended this vehicle and believes the city will experience a better maintenance cost factor with these vehicles than other possible choices.

4. We believe this vehicle will perform admirably for the five (5) to seven (7) year projected vehicle life.

5. These vehicles are all-wheel drive, as they must operate in all emergency conditions. They will be equipped with strobe lighting and emergency equipment as needed, which greatly increases safety when on major roadways.

Therefore, in summation, we respectfully ask the Council to authorize this vehicle purchase as noted from Lunghamer Ford , 1960 E Main St, Owasso, MI 48867.

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

Request that Council authorize this vehicle purchase and upfitting as noted.

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

Four (4) 2023 Ford Escapes

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

$134,164.00

DETAILED WORK BEING PERFORMED

Purchase of Four (4) Vehicles

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

Total amount of $134,164.00 from budgeted funds for the Inspection/Ordinance Department (101-371-985-000 & 226-521-985-000).

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

Used State Bid Pricing (contract No. 071-B77 00180),

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): State Bid Pricing

ATTACHMENTS

1. (4) LCID 2023 ESCAPEs
2. Livonia Ford Escape Upfit RFQ Quote 092023

APPROVED BY

Jerome Hanna, Director of Inspection

Date: October 02, 2023

Michael Slater, Finance Director

Date: October 03, 2023

Maureen Miller Brosnan, Mayor

Date: October 04, 2023

Lunghamer Ford Of Owosso

September 15, 2023

City of Livonia Inspection Department
Attn: Jerome Hanna
33000 Civic Center Dr.
Livonia, MI 48154

Dear Jerome Hanna:

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

(4) 2023 Ford Escape Active AWD In White	**$30,396.00 ea**
Total Delivered Price	**$121,584.00**

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

Order Cutoff Date: TBD.

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

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

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

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832

Macomb#71-15 A.6

2023 Ford Escape FWD and 4WD
Major Standard Equipment

MECHANICAL
• Electric Parking Brake (Includes Auto Hold)
• Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
• Four-Wheel Disc Brakes with Anti-Lock Brake System (ABS)
• Transmission – 8-speed Automatic

EXTERIOR
• Active Grille Shutters
• Black – Molded-in-Color
— Door Handles
— Lower Bodyside Cladding
— Rocker Panel
• Black Upper Window Molding with Black Beltline Molding
• Configurable Daytime Running Lamps (DRL)
• Easy Fuel® Capless Fuel Filler
• Exhaust Tips, Dual – Chrome
• Front and Rear Bumpers – MIC
• Grille – Black
• LED Taillamps
• Manual Liftgate with Body-Color Handle
• Mini Spare Wheel - Steel
• Rear Spoiler – Body Color
• Roof-Mounted Antenna
• Tires
— 225/65R17 102H All Season A/S BSW 2
• Wheels
— 17" Steel with Sparkle Silver-Painted Covers
• Wipers
— Windshield – Variable-Intermittent/Continuous
— Rear Window – Fixed-Intermittent/Continuous

INTERIOR/COMFORT
• Center Floor Console with Armrest
• Climate Control
— Cabin Particulate Air Filter
— Manual Single Zone
• Cruise Control – Steering Wheel Mounted Controls
• Cupholders – (6)
• Driver's Side Footrest
• Floor Mats – Carpeted Front and Rear
• Grab Handles – Front Passenger. Second Row – two (2), includes Coat Hooks.
• Instrument Panel
— 8" Screen
— EcoMode
— Ice Blue® Lighting
— Message Center
— Outside Temperature Display
— Trip Computer
• Lighting
— Front Map Lights
— Illuminated Entry System with Courtesy Lamp Delay
— Rear Cargo Area Light
— Second Row Dome Light
• Powerpoints (12V)
• Rotary Gear Shift Dial
• USB Ports:
— Smart Charging Multimedia USB Ports, First Row – Two (2) "A"
• Seats
— Cloth Bucket
— Five Passenger
— 6-Way Manual Driver (Fore/Aft, Up/Down, Recline)
— 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
— Second Row 60/40 Split-Fold-Flat and Sliding
• Steering Column – Manual Tilt/Telescoping
• Steering Wheel – Urethane
• Storage – Front Row: Center Console Armrest, Glove Box, Media Bins two (2); in front and in center of the Console, Overhead Console with Sunglasses Storage
• Visor Vanity Mirrors (Driver and Front Passenger)
• Windows, Power – Front One-Touch Down Feature (Driver only)

SAFETY/SECURITY
• AdvanceTrac® with RSC® (Roll Stability Control™)
• Airbags
— Driver and Front Row Passenger Dual-Stage
— Driver Knee
— Front-Seat Mounted Side-Impact
— Safety Canopy® System – Front and Second Row Safety Canopy® Side-Curtain with Rollover Sensor
• Center High-Mounted Stop Lamp (CHMSL)
• Curve Control
• Day/Night Rearview Mirror – Manually Adjustable
• Door Locks
— Autolock/Autounlock
— Child-Safety Rear
— Power Lock/Unlock
• Electronic Traction Control
• Headlamps
— Courtesy Delay
— LED Reflector with Signature Lighting
— Wiper-Activated
• Head Restraints
— Two-Way Manually Adjustable Driver and Front-Passenger
— Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position.)
• Hooks — Cargo Tie
• LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
• Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
• Personal Safety System™1
• Rear-Window Defroster and Washer
• Safety Belts
— Front and Second Row – Belt-Minder® (Safety Belt Reminder)
— Front Row Height Adjustable
— Second Row Outboard and Center Seat Shoulder
— Three-Point Safety Belts on all (5) Seating Positions
• SecuriLock® Passive Anti-Theft System (PATS)
• SOS Post-Crash Alert System™
• Tire Pressure Monitoring System (TPMS)
• Torque Vectoring Control

FORD CO-PILOT360™ TECHNOLOGY
• Ford Co-Pilot360™ includes;
— Auto High Beam Headlamps
— BLIS® (Blind Spot Information System) with Cross-Traffic Alert
— Lane-Keeping System (includes Lane-Keeping Assist, Lane-Keeping Alert and Driver Alert)
— Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
— Rear View Camera
— Road Departure Warning
• Headlamps – Autolamp (Automatic On/Off)
• Post-Collision Braking

FUNCTIONAL
• Audio
— AM/FM Stereo
— Six (6) Speakers
— Speed-Compensated Volume
— Steering Wheel Mounted Controls
• Battery Saver
• Compass
• Electric Power-Assisted Steering (EPAS)
• FordPass Connect™
— 4G LTE Wi-Fi hotspot connects up to 10 devices
— Remotely start, lock and unlock vehicle
— Schedule specific times to remotely start vehicle
— Locate parked vehicle
— Check vehicle status
• Front and Rear Stabilizer Bar
• Intelligent Oil-Life Monitor®
• Provisions for Roof Rack Mounting – Blanking Plugs
• Remote Keyless-Entry System – Flip Key with Integrated Key FOB
• Selectable Drive Mode
• SYNC®4
— 8" LCD Capacitive Touchscreen with Swipe Capability
— Wireless Phone Connection
— Cloud Connected
— AppLink® q/App Catalog
— 911 Assist®
— Wireless Apple CarPlay™ and Android Auto™ Compatibility
— Digital Owners Manual
• Transmission Oil Cooler
• Variable-Assist Rack-and-Pinion Steering

[ ] Base Price FWD Escape Active, U0G/200A	**$28,490.00**
[x] Base Price AWD Escape Active, U9G/200A	**$30,196.00**

Active Contains All Base Equipment Plus:

EXTERIOR

- Chrome Upper Window Molding with Black Beltline Molding
- Door Handles – Body-Color
- Grille – Chrome Grille Strip
- Power Liftgate
- Privacy Glass – Second Row Side and Liftgate
- Wheels – 17" Shadow Silver-painted Aluminum

INTERIOR/COMFORT

- Dual-Zone Electronic Automatic Temperature Control
- Map Pocket – Front-Passenger Seat Back
- Powerpoints – (2) Rear – (1) USB-A and (1) USB-C (replaces 12V Powerpoint on Rear of Center Console)
- Premium Wrapped Steering Wheel
- Seats
  - Unique Cloth Bucket
  - 8-Way Power Driver Seat (Fore/Aft, Up/Down, Power Lumbar and Power Recline)
- Sliding Sun Visors with Illuminated Vanity Mirrors (Driver and Front Passenger)

FUNCTIONAL

- Audio
  - SiriusXM® with 360L
- Intelligent Access with Push-Button Start
- Keyless-Keysets – Passive Keys, Two (2)

Optional equipment	Order Code	Price
[ ] Tech Pack #1	**68B**	**995.00**

- Ford Co-Pilot360™ Assist+
  - Intelligent Adaptive Cruise Control with;
  - Stop-and-Go
  - Lane Centering Assist
  - Speed Sign Recognition
  - Connected Built-In Navigation with 3 Years of Service, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
  - Evasive Steering Assist
  - Rear Parking Sensor
- Rear View Camera – Digital
- SYNC® 4 with Enhanced Voice Recognition
  - 13.2" LCD Capacitive Touchscreen with Swipe Capability

Note: Not available w/ Tech Pack #2 (68C)

[ ] Tech Pack #1	**68C**	**4125.00**

- Ford Co-Pilot360™ Assist 2.0
  - Intelligent Adaptive Cruise Control with;
  - Stop-and-Go
  - Lane Centering Assist
  - Speed Sign Recognition
  - Connected Built-In Navigation1 with 3 Years of Service, Pinch-to-Zoom Capability, Live Traffic, Predictive Destinations and Route Guidance
  - Rear Parking Sensor
  - Reverse Brake Assist
  - Evasive Steering Assist
  - Intersection Assist
- 360-Degree Camera with Split View and Front/Rear Washer
- 10-Way Power Driver Seat (Fore/Aft, Up/Down, Tilt, Power Lumbar and Power Recline)
- 6-Way Power Passenger (Fore/Aft, Up/Down, Recline)
- Cold Weather Package (19H)
- B&O® Sound System by Bang & Olufsen®, 10 Speakers including Subwoofer
- Hands-Free, Foot-Activated Liftgate
- HD Radio™
- Instrument Panel Cluster – 12.3" Digital Productivity Screen
- Memory Package: Driver's Seat and Driver/Front Passenger Sideview Mirrors
- Mirrors, Sideview – Body Color
- SecuriCode™ Keyless-Entry Keypad
- Wireless Charging Pad
- SYNC® 4 with Enhanced Voice Recognition
  - 13.2" LCD Capacitive Touchscreen with Swipe Capability

Note: Not available w/ Tech Pack #1 (68B)

Note: Includes Cold Weather Package (19H)

[x] Cold Weather Package	**19H**	**Included**
• Heated Front Row Seats		
• Mirrors, Sideview – Heated		
• Remote Start System		
• Steering Wheel – Heated and Premium Wrapped		
[ ] Power Panoramic Vista Roof	43M	1595.00
[ ] Daytime Running Lights	942	45.00
[ ] Engine Block Heater	41H	150.00

[ ] Rear Parking Sensor	60S	245.00
[ ] Easy Access Cargo Shade	47B	135.00
[X] Floor Liners Front and Rear	**50B**	**200.00**
[ ] Cargo Mat	50Q	90.00
[ ] Remote Start	63E	495.00
[ ] Splash Guards	63C	210.00

Total Price $30,396.00 ea

Color and Trim Availability on Active Trim Only

		Interior Colors	
Exterior Colors		**Ebony Black (CB)**	**Space Gray(CW)**
Agate Black	[UM]	[ ]	[ ]
Oxford White	[YZ]	[x]	[ ]
Vapor Blue Metallic	[K1]	[ ]	[ ]
Carbonized Metallic	[M7]	[ ]	[ ]
Iconic Silver Metallic	[JS]	[ ]	[ ]
Atlas Blue Metallic	[B3]	[ ]	[ ]
Cinnabar Red (Extra Cost $495.00)	[L8]	[ ]	[ ]
Rapid Red (Extra Cost $495.00)	[D4]	[ ]	[ ]
Star White (Extra Cost $995.00)	[AZ]	[ ]	[ ]

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

September 20, 2023

City of Livonia
13405 Surrey Street, Livonia, MI 48150
Jerome Hanna ph: (734) 466-2582 & Gary Garrison, ph: (734) 564-6592
HQO002386

Equipment Quotation

The following pricing will be based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

Chassis information (Inspection Department):
Chassis: 2024 Ford Escape

Install **Custom Lighting & Electrical including the following**:
In-cab switches for wig-wag lighting and warning lighting
Two (2) SoundOff mPower (mo. EMPS20V38-P) amber/green flashers in chassis grille
Two (2) SoundOff nForce deck (mo. ENFSLDG12) amber/green flashers in rear window w/brackets
Two (2) SoundOff nForce deck (mo. ENFSLDG12) amber/green flashers in side windows w/brackets
SoundOff "wig-wag" circuit for rear STT & front headlights
Install **WeatherTech Front & Rear Floor Liners & Cargo Liner, Black** (mos. 4417171, 4415872 & 401323)

Above installed equipment pricing: $3,145.00 ea.

Payment Terms: Net 30. Pricing effective for 30 days.
FOB: City of Livonia
Delivery: 14 days after receiving Escape

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

6. AWARD OF BID: Department of Parks and Recreation, re: for the planning and design of the Golf Course Master Plan for the three Livonia courses, from budgeted funds.

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

   President Jolly confirmed this plan would be paid for out of Enterprise Funds.

   Councilmember McIntyre offered an approving motion for the Consent agenda.

   DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

6.

Parks and Recreation
September 1, 2023

MEETING DATE	PREPARED BY
S091823/R100223	Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for the planning and design of the Golf Course Master Plan for the three Livonia courses, from budgeted funds.

BACKGROUND DETAILS

The Department of Parks and Recreation and TJW, Inc. request the approval of a Golf Course Master Plan for the three Livonia courses. The proposed Master Plan will assist in capital planning, course maintenance, and prioritize improvements. With golf at a peak the last three years, we feel this is an excellent time to take a long-term view of our courses and ensure their continued success. The requested contract amount includes the building assessments for the additional fee outlined in the proposal.

A bid package was posted to MITN and bids were opened on August 15, 2023. We received two proposals, with only one proposal meeting our RFP requirements for work performed. References were conducted and found satisfactory. Attached are the bid specifications and bid submission.

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

We request that City Council authorize the Mayor and City Clerk to execute a contract in the amount of $100,000 with Hills-Forrest-Smith, 7046 Dunstans Ln, Toledo, OH 43617.

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)

$100,000

DETAILED WORK BEING PERFORMED

Creation of Master Plan for all three golf courses.

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

Budgeted funds are available in 2023/34 FY in accounts 409-000-971-773, 409-000-971-774, and 409-000-971-775.

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

Of the two proposals received, this is the only one that meets our RFP requirements for work performed. References were conducted and found satisfactory.

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

ATTACHMENTS

1. 2023 Livonia_MasterPlanProposal_HillsForrestSmith_081523 (1)
2. 2023 Golf Course Master Plan Bid specs

APPROVED BY

Date: September 05, 2023

Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: September 07, 2023

Michael Slater, Finance Director

Date: September 07, 2023

Maureen Miller Brosnan, Mayor

BID OPENING SHEET – GOLF COURSE MASTER PLAN PROPOSAL – BID DUE DATE 08/15/2023

VENDOR NAME	CW Golf Architecture	Hills-Forrest-Smith
CITY AND STATE	Saline, MI	Oregon, OH
COMPLETE FOR THE SUM OF	**$ 69,000.00**	**$ 87,000.00**
# OF DAYS TO COMPLETE PROJECT	**270**	**195**

City Representatives: Enna Bachelor, Purchasing Manager Leslie Rohraff, Office of the City Clerk

GOLF COURSE MASTER PLAN

ALTERNATE PRICING

FOR SERVICES NOT INCLUDED IN THE BASE PROPOSAL

	Description of Services Offered	Cost to be added to the base proposal
1	Building Assessment / Recommendations	$11,000
2		
3		
4		
5		

The price of the base proposal shall remain firm and not be affected by the alternate pricing stated on this form. The City makes no guarantee of award of work outside of the base proposal accepted but may choose to award one or more of the items listed above along with the base proposal.

CITY OF

LIVONIA

GOLF COURSE MASTER PLAN

PROPOSAL

15 August 2023

HILLS · FORREST · SMITH
golf course architects

7046 Dunstans Ln. Toledo, OH 43615. | phone: 419-841-8553
Email: ssmith@hillsforrestsmith.com | www.hillsforrestsmith.com

Section 1 - Transmittal Letter

1A - Introduce the business

Hills·Forrest·Smith [golf course architects] is an international golf course design firm founded by the late Arthur Hills in 1966. Since that time the Hills Team has worked on over 200 new course designs and 150 renovations on five continents. The firm's reputation, built by a half century of award-winning designs, rests on its ability to design distinctive golf courses that are both playable and challenging; dramatic and innovative, yet traditional; and constructed to the highest standards of environmental sensitivity. Their better-known designs in the United States include: the 27 holes of the Bay Harbor Resort in Michigan, a unique transformation of a Superfund site into a profitable, sustainable golf community; the Longaberger [Virtues] Golf Club, voted Ohio's best public course as well as qualifying as the first public Audubon Signature Sanctuary course in Ohio; Miami Beach Golf Club, a complete renovation for the City of Miami Beach of an outdated municipal course which had fallen on hard times; and Chaska (MN) Town Course, rated by GolfWeek as one of the Top 25 Best Municipal Courses in the United States.

1B - Name & email address of contact person during this proposal process.

Shawn Smith - ASGCA
Principal
Email: ssmith@hillsforrestsmith.com
Mobile: 419-344-5321

SECTION 1 - Transmittal Letter Cont.

1C - Address & telephone number for the office/branch

Hills-Forrest-Smith [golf course architects]
7046 Dunstans Ln
Toledo, OH 43617
(419) 841-8553

1D - Binding statement

This proposal is binding for a minimum of 180 days from the proposal date.

SECTION 2 - Addendum Acknowledgements

We acknowledge receipt of the following Addenda:

Addendum #1 on 30 June 2023
Addendum #2 on 02 August 2023

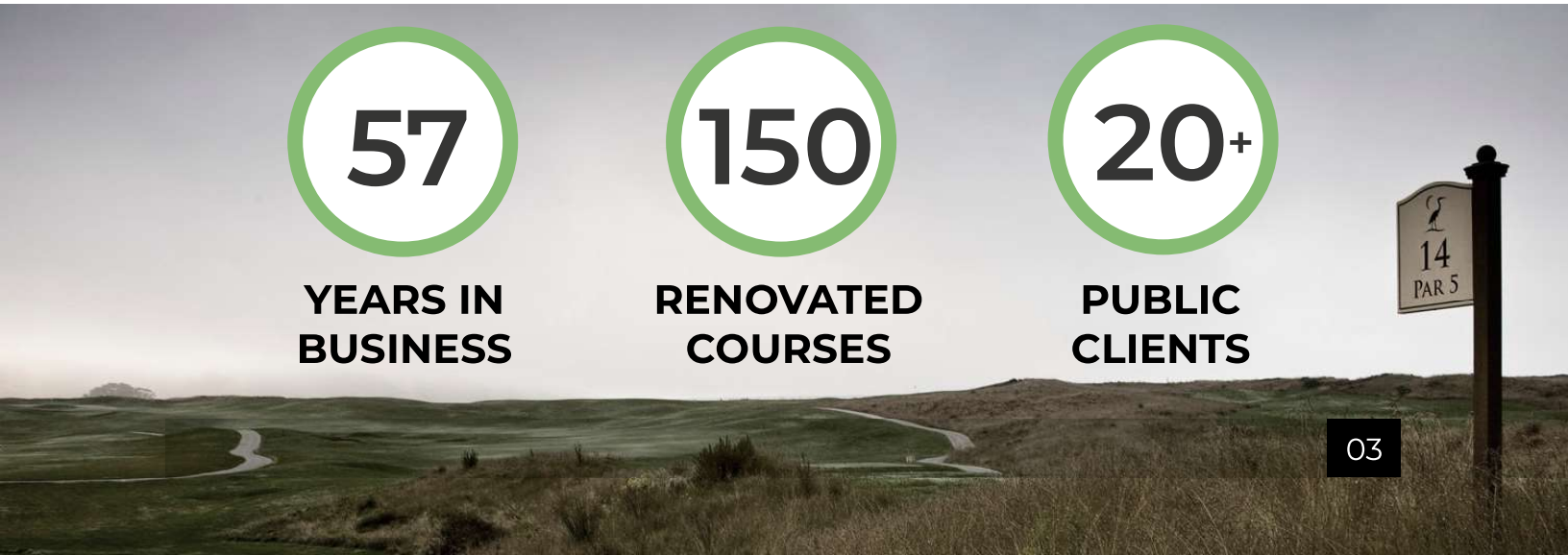
SECTION 3: Exceptions to the RFP

1. The base bid of our proposal does not include building assessments or recommendations (Item B of the RFP). This item is outside our scope of knowledge. However, we offer the service through a specialist on the Alternative Pricing page.

SECTION 4 - Qualifications & Experience

4A - Experience & capabilities with public agencies and reason for interest.

At Hills · Forrest · Smith, we are excited about the opportunity to collaborate with the City of Livonia in developing golf course master plans that create highly successful golf facilities that attract players of all skill levels, foster social interaction, provide physical activity and serve as vibrant community hubs. Our firm is uniquely qualified because it has been involved with the design or major renovation of over twenty (20) state or municipal projects. Locally, we have worked with the Michigan municipalities of Ann Arbor, Auburn Hills, Canton (Township), Oakland (County), Riverview, and Taylor. In Ohio, we have designed courses for the cities of Cincinnati, Columbus, Cuyahoga Falls, Miamisburg, Middletown, and Toledo. We also designed the Maumee Bay State Park Golf Course for the Ohio Department of Natural Resources.



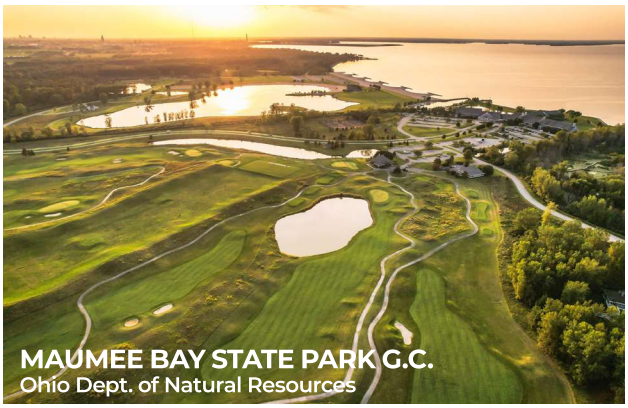
Section 4 - Qualifications & Experience Cont.

LYON OAKS G.C.
Oakland County, MI

LAKES OF TAYLOR G.C.
City of Taylor, MI

FIELDSTONE G.C.
City of Auburn Hills, MI

PHEASANT RUN G.C.
Canton Township, MI

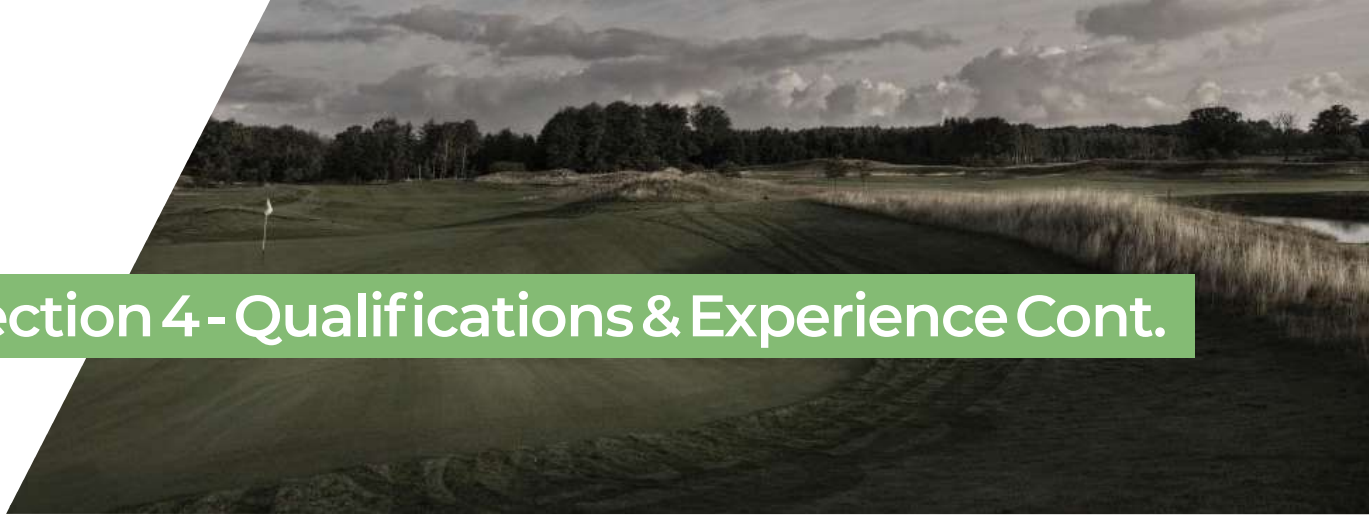


MAUMEE BAY STATE PARK G.C.
Ohio Dept. of Natural Resources

BOLINGBROOK GC.
City of Bolingbrook, IL

MIAMI BEACH G.C.
City of Miami Beach, FL

EAGLE RIDGE G.C.
Kentucky Dept. of Parks



Section 4 - Qualifications & Experience Cont.

4B - Number of years the firm has been in business, form of ownership and state of residency or incorporation

The Hills Group, doing business as Hills-Forrest-Smith [golf course architects], was founded in 1966 (57 years ago) and is currently registered as an LLC Partnership in the State of Ohio.

4C - Describe the firm's current position in the planning, design and construction market and briefly describe the firm's vision or philosophy towards planning, design and construction. Include information on work done for municipal golf courses.

We are currently progressing toward construction on master plan projects for two courses for the City of Taylor (MI) in addition to a major renovation of the Foster Park Golf Course for the City of Fort Wayne (IN) Parks and Recreation Department.

Our design approach, which was shaped by the "traditionalist" philosophy of the late Arthur Hills, is to create a challenging, yet playable course which highlights the natural beauty of a given site. In a public design setting, we will want to meet with as many stakeholders as is appropriate, from staff to government officials to regular and casual users of the facilities. Sharing as much information as possible about goals, expectations and opportunities at the front end is usually very productive. We will provide clearly-depicted analyses and plans of all of our findings and recommendations. We will also prepare photographic simulations of many proposed modifications so that stakeholders can see exactly what we are proposing without having to interpret a plan view or a grading plan. See attachments 1 and 2.

4D - Provide an explanation of what differentiates your team as the best candidate for this project.

Our company is the best candidate for this project because no other firm can match our experience when it comes to comparing 1) our years in business, 2) our number of successful municipal projects, 3) our ability to deliver projects on time and in budget, 4) our prompt and timely service, and 5) our responsiveness in meeting our clients' goals and objectives. We are the only firm that provides two (2) ASGCA members for the design effort and our local presence ensures timely and attentive service without the added cost of overnight stays.

4E - Identify key personnel who will be assigned to this project, and their respective roles; include résumés and proof of membership in the American Society of Golf Course Architects.

At Hills·Forrest·Smith, we take pride in our unique Two-Person Team approach. Working together, Shawn Smith and Steve Forrest are able to leverage their combined 70 years of expertise and skills to provide our clients with a superior product that exceeds expectations. Both Steve and Shawn are members of the ASGCA and Steve is a past president of the society.

SHAWN SMITH

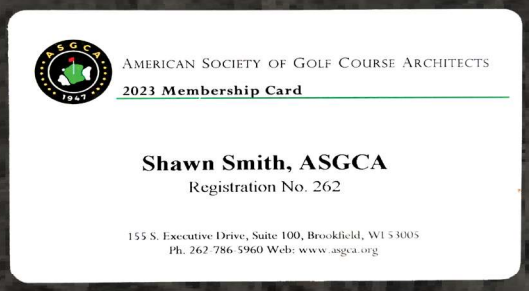
Principal

ASGCA

ssmith@hillsforrestsmith.com

Originally from Montana, Shawn attended Washington State University where he was a member of the golf team and earned a bachelor's degree in Landscape Architecture. He joined the Hills & Forrest team in 1998 and became a Partner in 2010. Over the past two and a half decades, he has gained a wealth of experience from his direct involvement in numerous projects around the world, including some of the most prestigious private clubs such as Oakland Hills Country Club in Bloomfield Hills, MI and Oakmont Country Club near Pittsburgh.

Shawn has been a member of the American Society of Golf Course Architects since 2009. With a competative background in golf design philosophy shaped by an avid appreciation for classic golf course architecture, Shawn's design approach centers around creating golf courses that are a dynamic blend of strategy, playability, artistry and the natural environment.



NEW COURSES

Eagle Ridge Golf Course
(Louisa, KY)

Journey at Pechanga
(Temecula, CA)

Anne Arundell Mannor
(Harwood, MD)

Hyatt Lost Pines Resort
(Lost Pines, TX)

Hyatt Hill Country Resort
(San Antonio, TX)

Peterhof Golf Club
(St. Petersburg, Russia)

RENOVATION COURSES

Oakland Hills Country Club - North
(Bloomfield Hills, MI)

Highland Meadows Golf Club
(Sylvania, OH)

Inverness Club
(Toledo, OH)

Westmoreland Country Club
(Wilmette, IL)

Oakmont Country Club
(Pittsburgh, PA)

Barton Hills Country Club
(Ann Arbor, MI)

Woodmont Country Club
(Rockville, MD)

Manor Country Club
(Rockville, MD)

Columbus Country Club
(Columbus, GA)

Hermitage Country Club - Sabot
(Manakin-Sabot, VA)

Bonita Bay Club - Bay Island & Marsh
(Bonita Springs, FL)

TPC Treviso Bay
(Naples, FL)

Colliers Reserve Country Club
(Naples, FL)

STEVE FORREST

Principal

ASGCA - President 2007-2008

spforrest@hillsforrestsmith.com

Steve Forrest has been a golf course architect since graduating from Virginia Tech in 1979. Since that time, he has been involved in all phases of golf course design and construction and has worked on over 120 new courses on five continents.

A member of the American Society of Golf Course Architects since 1986 and Past President in 2007-2008, Steve has also been the managing partner of Hills•Forrest•Smith since 1999.

His design approach, which was shaped by the "traditionalist" philosophy of Arthur Hills, is to create a challenging, yet playable course which highlights the natural beauty of a given site. He brings this same approach to master planning and renovation. Forrest has been involved in more than 150 renovations and master plans during his career. In 2008, Boardroom Magazine named Forrest as its "Golf Architect of the Year" for his renovation of Naperville Country Club in Illinois.

NEW COURSES

Fieldstone Golf Course
(Auburn Hills, MI)

Lyon Oaks Golf Course
(Oakland County, MI)

Pheasant Run Golf Course
(Canton Township, MI)

Lakes of Taylor Golf Course
(Taylor, MI)

Ritz-Carlton Half Moon Bay Resort
(Half Moon Bay, CA)

Bolingbrook Golf Club
(Bolingbrook, IL)

The Virtues Club
(Nashport, Ohio)

Maumee Bay State Park Golf Course
(Oregon, OH)

Eagle Ridge Golf Course
(Louisa, KY)

Journey at Pechanga
(Temecula, CA)

Peterhof Golf Club
(St. Petersburg, Russia)

RENOVATION COURSES

Taylor Meadows
(Taylor, MI)

Naperville Country Club
(Naperville, IL)

Chartiers Country Club
(Pittsburgh, PA)

Colonial Country Club
(Dauphin County, PA)

Miami Beach Golf Course
(Miami Beach, FL)

Bonita Bay Club - Bay Island & Marsh
(Bonita Springs, FL)

TPC Treviso Bay
(Naples, FL)

Colliers Reserve Country Club
(Naples, FL)

Section 5 - Client Work History

5A - Provide a list of the last four completed projects that demonstrate your firm's capabilities to perform this project.

2023 - Foster Park Golf Course (City of Fort Wayne, IN) *(See Attachment A & Golf Course Industry Article)*	Major Renovation Plan Click here for: Foster Park Article
2023 - Lakes of Taylor Golf Course (City of Taylor, MI)	Master Plan
2023 - Taylor Meadows Golf Course (City of Taylor, MI)	Master Plan
2022 - Chartiers Country Club (Pittsburgh, PA)	Master Plan
2021 - Highland Meadows Golf Club (Sylvania, OH) *[Host site of the LPGA Tour's Dana Open]*	Master Plan
2021 - Colliers Reserve (Naples, FL)	Major Renovation

5B - Indicate whether your firm has been involved in any litigation/claims.

Over the course of our 57 years in business, we have been involved in three litigations. The first related to a turf-quality issue on a shady green site. The second involved a claim of wetland enlargement on an adjacent property. The third, which was 13 or 14 years ago, also related to drainage issues in a low area along a shared property line.

5C - Provide information on any work performed for the City of Livonia in the last ten years.

Our company has never performed any work for the City of Livonia.

Section 6 - Approach & Service Plan

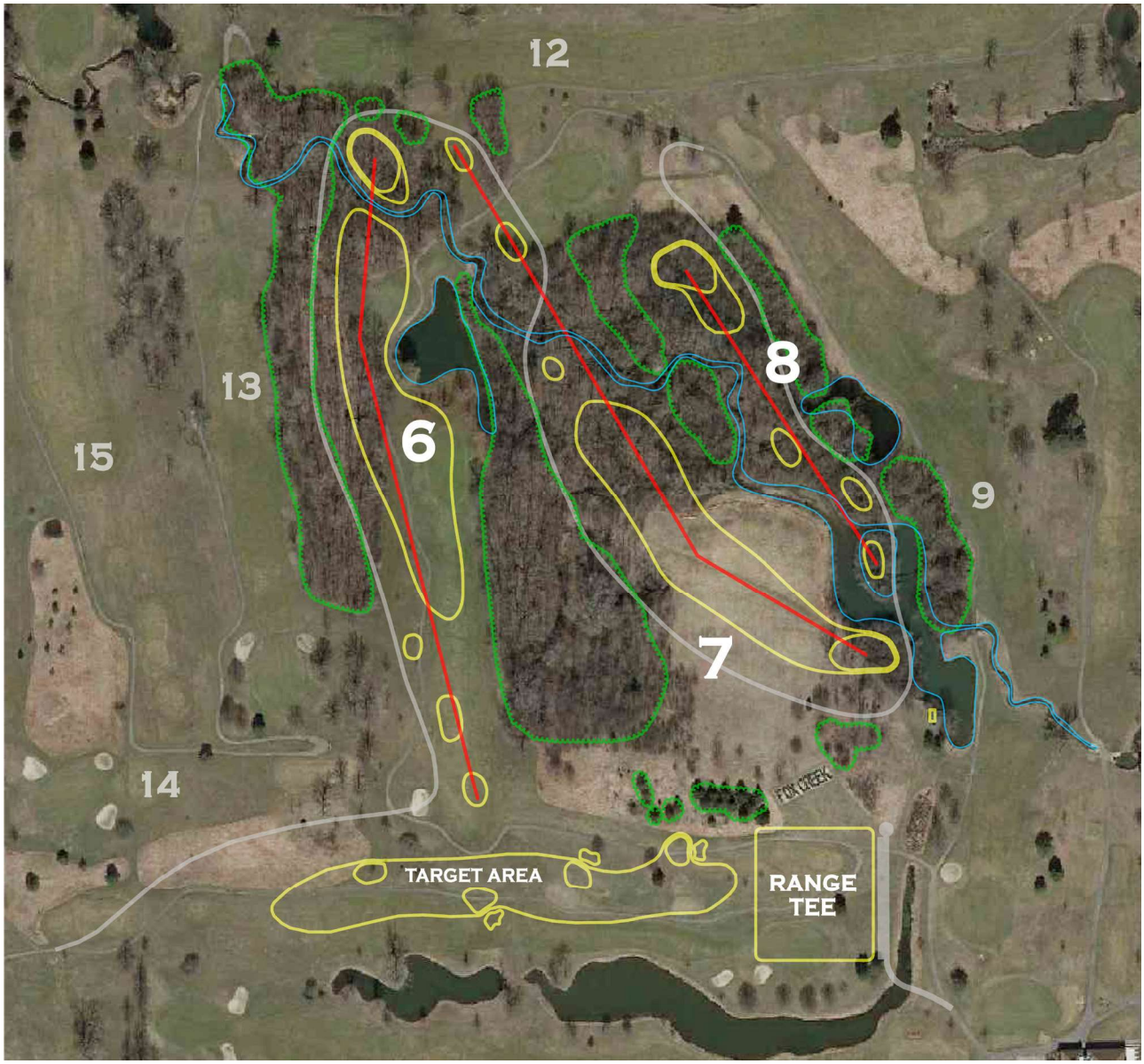
6A - Describe in detail the firm's understanding and proposed approach for each golf course.

The first step in our Master Plan process would be to meet with the City's key stakeholders to establish their goals and objectives for each of the three golf courses (Idyl Wyld, Fox Creek & Whispering Willows). Based on initial conversations with the superintendents of each course, drainage, bunkers, cart paths and improved sunlight/air flow conditions are high priorities for all three courses along with a desire to add length to Idyl Wyld and a practice range to Fox Creek.

To show our interest in this project, we have prepared a conceptual plan for how a practice range could be added at Fox Creek utilizing the space atop and behind the hill north of the club house. While the space, with the creek, is too short for a full length driving range, it is ideal ground for new golf holes that utilize the creek strategically and aesthetically.

Section 6 - Approach & Service Plan Cont.

The plan below shows the creation of new holes #6 through #8. The replacement of existing holes #6 and part of #7 with a full-size practice range will create a substantial new source of revenue.



We would propose a 3-year implementation schedule which would ensure the golf course remains open for play the entire time.

1ST SUMMER

1) Build new par-4 6th green & approach
2) Build new par-4 7th hole
3) Build new par-3 8th hole

2ND SUMMER

1) Open new 7th & 8th holes
2) Build tee complex for new 6th hole & play as a par-3 to existing 7th green
3) Build new practice range

3RD SUMMER

1) Remove existing 7th green
2) Enjoy the additional revenue

Section 6 - Approach & Service Plan Cont.

Detailed recommended improvements are illustrated in a combination of graphic forms including hole-by-hole colored plans detailing the proposed improvements and computer simulations showing the existing and proposed. We've included a sample Master Plan for your reference *(See Attachment B)*.

We propose to implement the following components in order to provide an enjoyable experience and strategic challenge for golfers of all abilities:

a) Multiple tees, ranging from 6600 yards down to 4000 yards or so, will provide overall length options as well as different degrees of difficulty relative to shot angles to fairways and over hazards.
b) Hole playing corridors that are wide enough to allow for some off-line shots, combined with the opportunity to hit recovery strokes from near or under specimen trees that have been saved.
c) Bunker placements that challenge the best players with strategic choices, yet provide for alternate "avoidance routes" for lesser-skilled golfers.
d) Greens that are large enough to provide a hierarchy of difficulty relative to pin positions—usually open approaches to the front portion of the green combined with a more-difficult tournament cup placement on the opposite side, usually tucked behind some form of hazard, be it sand or water.
e) Around the greens, fun features such as feeder slopes (that direct shots toward the putting surface), extended collars, and collection areas keep balls in play and allow for "puttable" recovery shots by higher-handicap players. These features actually speed play and add to player enjoyment. For better players, however, the variety of recovery choices from a collection area may actually make a shot more challenging and interesting as they weigh their options and battle indecision as they execute the next stroke. These subtle elements, which do not affect maintenance costs, can add an air of high quality, state-of-the-art design, and uniqueness to one's impression of the Livonia golf courses.
f) A functional and user-friendly cart path system that provides easy access to tees, fairways and greens and also serves as an efficient route for maintenance vehicles.

We also propose the following scope and sequence of services for the irrigation:

a) Review of system and turf requirements, performance expectations, and maintenance procedures and maintenance expenditures with staff;
b) Coverage and spacing analysis, determining the efficiency and uniformity of the application of water to the turf, and investigating any weaknesses
c) Performance analysis of all existing field controllers, central control system, grounding, and wiring, weather station, and accessories;
d) Efficiency analysis of components based on electrical usage, water usage, and maintenance records
e) A technology analysis, reviewing opportunities for greater efficiency from the use of upgraded components, software and programming, and water conservation tools;
f) A thorough analysis of the pumping system, providing important data and recommendations for protecting and enhancing the heart of the system, including:

- Individual pump productivity at design pressure
- Power quality
- Water quality
- External and internal corrosion
- Motor and control thermal signature
- Motor and pump vibration
- Motor quality
- Grounding analysis
- Flow meter accuracy
- Control sequencing
- Variable frequency drive integrity
- Pump station environment
- Wet well and intake condition

g) Create a report, detailing the analysis and recommendations

Section 6 - Approach & Service Plan Cont.

6B - Include a service plan and corresponding schedule to complete the project by with a proposed time line included. Do not include actual dates in the service plan, rather days, weeks and months.

Contract Award	Day 1
Team Kick-off Meeting	Day 8
Existing Course Analysis Visit	Day 15
Master Plan Draft Presentation	Day 75
Initial Team Feedback and Revisions	Day 105
Public Presentation #1	Day 135
Revisions and Final Plan Approval	Day 165
Public Presentation #2 (Final Plan)	Day 195
Construction Document Completion	Day 285
Bid Process Commencement	Day 315
Bid Process Completion	Day 360
Construction Commencement	
Large Scale Project (Greens)	April (of a given year)
Small Scale Project	August (of a given year)
Construction Completion	October (of the same year)
Grand Opening	July (of the next year)

6C - Describe your current workload and how it will be impacted by this project, if awarded.

Our current workload is very manageable. We have the personnel and computer resources to complete our assignments promptly and thoroughly. Having been in the business for over fifty years, we know how to achieve high-quality results quickly and efficiently. Our current active projects include:

Newport National Golf Club (Middleton, RI)
Description: Nine hole and practice facility addition
Status: Construction
Project Schedule: Feb. 2023 - Nov. 2023

Lakes of Taylor Golf Course & Taylor Meadows Golf Course (Taylor, MI)
Description: Bunker renovation and drainage improvements
Status: Bidding
Project Schedule: Aug. 2023 - Aug 2023 (Construction scheduled for fall 2024 & 2025)

LaCrosse Country Club (Onalaska, WI)
Description: Rebuilding two new green complexes (#6 & #8)
Status: Construction
Project Schedule: July. 2023 - Sept. 2023

Section 6 - Approach & Service Plan Cont.

Our current active projects continued:

Fiddlers Creek Country Club (Naples, FL)
Description: New practice facility including short game area, 19th hole & putting course
Status: Construction & Grow-in
Project Schedule: April. 2023 - Sept. 2023

Fiddlers Creek Country Club (Naples, FL)
Description: Major Golf Course Renovation
Status: Bidding
Project Schedule: Aug. 2023 - Sept. 2023 (Construction to follow April-Sept. 2024)

Foster Park Golf Course (Fort Wayne, IN)
Description: Major Renovation
Status: Master Plan (Major Renovation) Review & Approval Process
Project Schedule: Aug. 2023 - Sept. 2023

The Sanctuary Golf Club (Sanibel, FL)
Description: Master Plan for Improvements
Status: Master Plan Development
Project Schedule: June 2023 - Sept. 2023

Willoughby Golf Club (Stuart, FL)
Description: Rebuild three greens & bunker improvements
Status: Construction
Project Schedule: April 2024 - July 2024

Section 7 - Proposal Form & Signature Page

REVISED FORM OF PROPOSAL
City of Livonia
GOLF COURSE MASTER PLAN

Bid of The Hills Group dba Hills • Forrest • Smith [golf course architects] in Ohio hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as

Registered with MI LARA as: Arthur Hills / Steve Forrest & Associates LLC Partnership since 1999

* 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 City of Livonia, and understands all of the same; that the Bidder or its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	30 June 2023
2	02 August 2023

Furnish a Golf Course Master Plan according to the requirements herein including all necessary labor, materials, and equipment

COMPLETE FOR THE SUM OF $ 87,000.00 ($29,000.00 per course)

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities and informalities therein. It is agreed that this bid may not be withdrawn for 120 days from the opening thereof.

Number of days it will take to complete the project upon being given notice to proceed
195 **DAYS**

The contractor and their sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contact with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their sex or age, except when based on a bona fide occupational qualification, or because of their race, color, religion, national origin or ancestry. (Act 453 P.A. 1976 As Amended) The contractor further agrees that they will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this contract may be regarded as a material breach of contract.

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

Date 08 August 2023 Firm Name Hills • Forrest • Smith [golf course architects]
(If corporation, partnership, or assumed name)

Address 7046 Dunstans Ln Signature
(Person executing bid and official capacity)

Print Name Shawn A. Smith

City Toledo State Ohio Zip Code 43617

Email ssmith@hillsforrestsmith.com

Phone (419) 344-5321 FAX None

Steve Forrest and Shawn Smith - Principals
(Names of Principal Officers and designate official capacity)

Steve Forrest and Shawn Smith - Owners
(If partnership or assumed name, indicate names of owners)

CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:

NAME: Shawn Smith **TITLE:** Principal

PHONE: (419) 344-5321

EMAIL: ssmith@hillsforrestsmith.com

To be considered for this project, the following forms must be delivered by 2:00 PM on AUGUST 15, 2023, via the MITN website only www.mitn.info:

- ❑ Revised Form of Proposal Pages
- ❑ All documents requested in Section X. Proposal Preparation and Submission
- ❑ Revised References
- ❑ Alternate Pricing Page (Included with Addendum No. 2)

GOLF COURSE MASTER PLAN

ALTERNATE PRICING

FOR SERVICES NOT INCLUDED IN THE BASE PROPOSAL

	Description of Services Offered	Cost to be added to the base proposal
1	Building Assessment / Recommendations	$11,000
2		
3		
4		
5		

The price of the base proposal shall remain firm and not be affected by the alternate pricing stated on this form. The City makes no guarantee of award of work outside of the base proposal accepted but may choose to award one or more of the items listed above along with the base proposal.

Statement of Qualifications

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

Company Name: The Hills Group dba Hills-Forrest-Smith [golf course architects]

Address 7046 Dunstans Lane Toledo, Ohio 43617

Contact Person: Shawn Smith Title Principal

Phone No. (419) 344-5321 Email SSmith@HillsForrestSmith.com

Number of years operating under your present name: 57

Number of years present owners have owned the company: 33

Number of years of experience the current owner has in providing the type of printing services described herein NA years.

Have you performed work for the City of Livonia in the last ten (10) years? If so, please specify: NO

Year of Service	Department Serviced	Description of Services Provided

General nature of work performed by your company:

List the members of the team who will be assigned to manage ~~towing~~ services on behalf of the contractor and the roles they will perform. Attach copies of the resumes of the persons listed below:

Name	Title	Role	Years of Experience
Steve Forrest	Principal	Design and Management	45
Shawn Smith	Principal	Design and Production	25

What challenges do you foresee?

None

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

See detailed explanation elsewhere in documents.

Provide Phone Numbers for Customer contact during normal business hours.: (419) 841-8553
(419) 320-6556
(419) 344-5321

Proposed Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	8:00 AM to 5:00 PM Eastern

What value added services in addition to those specified can your company provide?

DESCRIPTION OF SERVICE	FEE
Dependent upon Client needs	

Golf Course Master Plan RFP
REVISED REFERENCE FORM

COMPANY NAME: Hills • Forrest • Smith [golf course architects]

Reference Company Name:	City of Fort Wayne Parks and Recreation Department		
City/State:	Fort Wayne, Indiana		
Summary of Work Performed:	Master Planning Services that included the rearrangement of holes to allow for a new practice range and new putting course		
Dates of Work:	2022-2023		
Company Contact Person:	Dave Weadock	Title:	Manager of Project Administration
Phone Number:	(260) 427-6417	Email:	david.weadock@cityoffortwayne.org

Reference Company Name:	City of Taylor - Lakes of Taylor Golf Club		
City/State:	Taylor, Michigan		
Summary of Work Performed:	Master Plan for Improvements including forward tee additions, bunker renovation and practice range tee expansion		
Dates of Work:	2022-2023		
Company Contact Person:	Bob Makowski	Title:	Golf Course Superintendent
Phone Number:	(734) 735-6739	Email:	Robert.Makowski@Brightview.com

Reference Company Name:	Chartiers Country Club		
City/State:	Pittsburgh, Pennsylvania		
Summary of Work Performed:	Master Plan for Imporovements including tee, bunker and green renovations plus practice facility studies		
Dates of Work:	2018-2022		
Company Contact Person:	Bob Davis	Title:	GM and C.O.O.
Phone Number:	(412)953-2687	Email:	BobD@ChartiersCC.com

CITY OF LIVONIA

GOLF COURSE MASTER PLAN RFP

ADDENDUM NO. 1

DATE: June 30, 2023

TO: Potential Bidders

FROM: Enna Bachelor, Purchasing Manager

SUBJECT: Addendum No. 1 – Golf Course Master Plan Request for Proposal

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Addendum No. 1 is being issued to advise vendors of changes in the date for the following events:

Mandatory Prebid & Site Visits	New Date: July 24, 2023 at 9:00 a.m. (location remains the same)
Proposal Due Date	New Date: No later than 2:00 p.m,. August 8, 2023

Please complete the revised RSVP Form and submit it via email to the Purchasing Manager, Enna Bachelor at ebachelor@livonia.gov by July 17, 2023.

All other provisions of the RFP remain the same. Firms shall acknowledge receipt of the addendum with their proposal response uploaded to the MITN website.

ADDENDUM NO. 1 – ACKNOWLEDGEMENT – GOLF COURSE MASTER PLAN RFP

Company Name: Hills • Forrest • Smith [Golf Course Arcitects]

Authorized Signature: Shawn A. Smith Date: 6/30/23

Print Name: Shawn Smith Title: Principal

CITY OF LIVONIA

ADDENDUM NO. 2

GOLF COURSE MASTER PLAN RFP

Date:	August 2, 2023
To:	Potential Proposers
From:	Enna Bachelor, Purchasing Manager
Subject:	Addendum No. 2 Golf Course Master Plan RFP

Addendum No. 2 is being issued to provide clarifications from the mandatory prebid meeting.

Please be advised that the due date has changed. Proposals are now due no later than 2:00 p.m. on August 15, 2023.

Bidders shall provide three (3) references of similar scope and size with their proposal using the attached revised reference form

- Bidders shall provide a list of active projects which are currently underway with the following information: Company Name, Project description, Project Status, Start Date, End Date/Projected End Date
- The City will consider collaborative proposals to complete the Golf Course Master Plan from multiple vendors who would like to partner together to offer a proposal to the City.
- IV SCOPE: Proposals shall state which, if any of the services requested under this section are outside the area of expertise of he proposer. The proposal response shall address in detail all aspects of the master plan which will be addressed if awarded. It shall also address what, if any items under the scope of work will not be addressed. The proposer may choose to offer the City the option of considering a separate proposal for the cost of areas of the Scope not included in the base proposal offered. If the proposer chooses to offer a separate proposal for areas of the scope not included in the base proposal the pricing shall use the attached form.
- The City does expect the successful firm to attend public meetings as required o address the proposed plan. Public engagement is required for plan development.
- The sample contract has been updated and attached for your information.
- The City does not expect complete closure of Golf Courses to carry out any aspect of the Master Plan. Plans should be formed taking into consideration the desire of the City maximize downtown of the course or access to courses or buildings on site.
- Courses do share equipment for upkeep of grounds a turf
- All courses are maintained a the same level
- No bonds are required for this contract. Any references to bonds herein shall be disregarded.

- The form of proposal page has been revised. Please use the revised Form of Proposal page to offer pricing n response to the RFP.
- A copy of the sign-in sheet from the mandatory prebid meeting is attached.

All other provisions of the RFP remain the same. Acknowledge receipt of the addendum with your proposal uploaded to he MITN website.

Addendum No. 2 – Acknowledgement – Golf Course Master Plan RFP

Company Name Hills • Forrest • Smith [golf course architects]

Authorized Signature Shawn A. Smith Date 07 August 2023

Print Name Shawn A. Smith

CITY OF LIVONIA – REQUEST FOR PROPOSAL
GOLF COURSE MASTER PLAN

The City of Livonia Michigan will receive sealed bids via the MITN WEBSITE ONLY (www.mitn.info) for a GOLF COURSE MASTER PLAN**,** according to the specifications herein. Sealed proposals will be received until 2:00 p.m., on JULY 25, 2023. No faxed bids will be accepted. No late bids will be accepted. No physical bids will be accepted. All bid responses must be submitted in Adobe Acrobat PDF format via the MITN website. **BIDS MUST BE SUBMITTED ON CITY OF LIVONIA FORMS.**

Bids received via the MITN website by the specified due date and time will be publicly opened at the due date and time via Zoom. Vendors may attend the bid opening virtually by using the following credentials:

By Computer: https://us02web.zoom.us/j/82294127641
Meeting ID: 850 7925 4276 Passcode: 496174
By Phone: (312) 626-6799 Webinar ID: 822 9412 7641 Passcode: 496174

The City reserves the right to reject in or in part any and all bids received, to waive any irregularities or informalities or both; as it is determined to be in the best interests of the City of Livonia to do so.

The City of Livonia officially distributes bid documents through the Michigan Intergovernmental Trade Network (BidNet). **Bid documents obtained from any other source are not considered official copies.** The City of Livonia cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those firms who obtain the RFB documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

QUESTIONS:
Questions regarding the Request for Bid must be submitted **in writing** to the attention of Enna A. Bachelor, Purchasing Manager, via email at: ebachelor@livonia.gov. All questions received by JULY 14, 2023 will be responded to in writing in the form of an addendum which will be posted on the MITN website. No phone calls will be accepted. All inquiries regarding this solicitation shall be submitted to the Purchasing Manage in writing.

MANDATORY PRE-BID MEETING
Potential respondents are encouraged to attend a mandatory prebid and site visits meeting on JULY 12, 2023 at a 9:00 a.m. at Fox Creek Golf Course, 36000 W. Seven Mile Road, Livonia, MI. Proposals will only be accepted from firms in attendance at the mandatory prebid meeting and site visits. Firms planning to attend should return the RSVP form attached to the RFP no later than July 6, 2023.

REMINDERS TO BIDDERS

1. EXAMINATION OF BID DOCUMENT-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.

2. PREPARATION OF BID-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

3. EXPLANATION TO BIDDERS-Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Proposals (RFP) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their proposal. Any information given to a prospective bidder concerning the RFP will be furnished to all prospective bidders as an amendment or addendum to the RFP if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, Oral explanation or instructions given prior to the opening will not be binding.

5. CASH DISCOUNTS-Discounts offered for payment within less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.

6. WITHDRAWAL OF BIDS-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least 60 days after bid opening.

7. ALTERNATE BIDS-Bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered nonresponsive.

8. LATE BIDS-Any bid received **after** the exact time specified for receipt, will not be considered.

The owner may at any time, by written notice to the contractor, terminate this contract and the contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.

B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.

NOTE:

1. City - based firms shall have preference per local bidder preference ordinance, Livonia Code of Ordinances Section 3. 04. 140E.
2. Final payment will not be made until final acceptance of work performed has been granted by the City of Livonia.

Statement of Qualifications

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

Company Name:_____

Address_____

Contact Person: _____Title _____

Phone No. _____Email _____

Number of years operating under your present name: _____

Number of years present owners have owned the company: _____

Number of years of experience the current owner has in providing the type of printing services described herein _____ years.

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

Year of Service	Department Serviced	Description of Services Provided

General nature of work performed by your company:

_____

_____

List the members of the team who will be assigned to manage towing services on behalf of the contractor and the roles they will perform. Attach copies of the resumes of the persons listed below:

Name	Title	Role	Years of Experience

What challenges do you foresee?

_____

_____

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

_____

_____

Provide Phone Numbers for Customer contact during normal business hours.:_____

Proposed Hours of Operation

DAYS	BUSINESS HOURS
Monday – Friday	

What value added services in addition to those specified can your company provide?

DESCRIPTION OF SERVICE	FEE

REFERENCES - COMPANY NAME:_____

Reference Company Name: City/State:
Summary of Work Performed:
Dates of Work:
Company Contact Person: Title:
Phone Number: Email:

Reference Company Name: City/State:
Summary of Work Performed:
Dates of Work:
Company Contact Person: Title:
Phone Number: Email:

Reference Company Name: City/State:
Summary of Work Performed:
Dates of Work:
Company Contact Person: Title:
Phone Number: Email:

SCOPE OF WORK

GOLF COURSE MASTER PLAN

I. PROJECT OVERVIEW

The City of Livonia, Department of Recreation is requesting proposals from qualified golf course design and architect professionals to prepare a master plan allowing for the anticipation of maintenance and renovation of existing facilities. The services are for:

- Whispering Willows 20500 Newburgh Road, Livonia, MI 48152
- Idyl Wyld 35786 Five Mile Road, Livonia, MI 48154
- Fox Creek 36000 Seven Mile Road, Livonia, MI 48152

Proposals should be comprehensive for each respective property. Proposals should also identify opportunities and address issues before major problems occur.

II. MANDATORY PREBID & SITE VISITS

A mandatory prebid meeting and site visit will take place on July 12, 2023 at 9:00 a.m. The meeting will be held at Whispering Willows Golf Course located at 35786 Five Mile Road, Livonia, MI 48154. Attendees will tour all three golf courses as part of the mandatory prebid. Proposals will not be considered from firms not in attendance at the mandatory prebid and site visits. Please complete the attached RSVP form and return it via email to Enna Bachelor, Purchasing Manager at ebachelor@livonia.gov no later than Thursday, July 6, 2023. Additional visits to golf courses must be scheduled by appointment.

III. PURPOSE

The City of Livonia Recreation Department is seeking a master plan to determine what steps are necessary to restore the facilities, infrastructure, playability of the golf courses, and practice areas, with associated costs.

Overview of Major Course Renovations

Idyl Wyld	Fox Creek	Whispering Willows
Constructed in 1925. Not owned by the City until the 1960's	Constructed in 1986/1987 and opened in 1988.	Constructed in 1966 and opened in 1967.
Irrigation systems installed in 1991	Irrigation systems installed in 1999	Irrigation systems installed 1995
Creek renovation at Idyl Wyld		New club house in 2014
		Retention pond construction 2023

Issues for all courses

- infrastructure is old
- drainage issues,
- bunkers need a lot of work,
- landlocked, housing adjacent, run along a main road,
- 3rd party events managed by food vendors
- Creeks and ponds at all courses

Usage and Revenue for all Courses

- Five-year average of 115,000 rounds per year generating $2,000,000.00 in green fees
- Fox Creek w and Whispering Willows do 40,000 rounds each with the remaining rounds done at Idyl Wyld.

Management
All courses are managed by TJW, Inc. since 2001. There are seven more years on the agreement. The Master plan should address infrastructure assessment no management.

City of Livonia golf courses have experienced growth in rounds played and revenues since 2019. The City of Livonia seeks a Master Plan to upgrade each facility in a manner that is attractive to the local community and customer base.

The City reserves the option of retaining any or all materials and drawings submitted by respondents to this RFP. The City reserves the right to modify this RFP or the selection process, cancel this RFP, reject or accept any response, and waive any informality in any response, without liability, at any time.

IV. SCOPE

The scope of services requested includes the following:

A. Hole-by-hole analysis and recommendations.
B. Building assessment and recommendations.
C. Irrigation systems analysis and recommendations.
D. Practice area recommendations.
E. Water source, creek and lake health assessment and recommendations.
F. Entrance and parking recommendations.

V. MINIMUM QUALIFICATIONS

A. Membership: American Society of Golf Course Architects membership is required.
B. Experience: Minimum 5 years' experience planning/designing golf courses.

VI. PERIOD OF SERVICE

The City intends for work to begin upon award of the Master Plan contract. Proposal responses must include a recommended timeline for completion.

VII. COMPENSATION

Payment for the services detailed in the Master Plan RFP will be made in lump sum. The Master Plan must be complete prior to any form of payment.

VIII. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

IX. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Livonia**,** evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are provided in sample documents attached to the RFP. **Insurance will be required of the successful firm. Failure to produced required insurance will be grounds for revocation of award.**

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name The City of Livonia as an additional insured, **as well as list the applicable project or annual contract name, and/or solicitation name and number.** The Certificate of Insurance and copy of the policy in its entirety will be included with the contract documents prior to signing.

X. PROPOSAL PREPARATION AND SUBMISSION

All proposals received shall be submitted in the following order/format:

Section 1: Transmittal Letter

The transmittal letter shall:

A. Introduce the business.
B. Provide the name and email address of contact person during this proposal process.
C. List the complete address and telephone number for the office/branch that will administer the contract.
D. Include a statement to the effect that the proposal is binding for at least 180 days from the proposal date. An authorized principal of the firm must sign the transmittal letter.

Section 2: Addendum Acknowledgement

If necessary to clarify the requirements of the RFP the City will issue addendums posted to the MITN website. Firms shall acknowledge receipt of all addendums with their proposal response uploaded to the MITN website.

Section 3: Exceptions to RFP

A. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission. Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and

no longer considered for award. Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendors shall be notified in writing if exceptions are not acceptable.

B. <u>VENDOR AGREEMENT/CONTRACT FORM</u>: Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.

C. If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.

Section 7: Qualifications & Experience

A. Provide a summary of the firm's experience and capabilities in related endeavors with public agencies and why your firm is interested in this project.

B. Provide the number of years the firm has been in business, form of ownership and state of residency or incorporation.

C. Describe the firm's current position in the planning, design and construction market and briefly describe the firm's vision or philosophy towards planning, design and construction. Include information on work done for municipal golf courses.

D. Provide an explanation of what differentiates your team as the best candidate for this project.

E. Identify key personnel who will be assigned to this project, and their respective roles; include résumés and proof of membership in the American Society of Golf Course Architects.

Section 8: Client Work History

A. Provide a list the last four completed projects that demonstrate your firm's capabilities to perform this project.

B. Indicate whether your firm has been involved in any litigation/claims.

C. Provide information on any work performed for the City of Livonia in the last ten 10 years

Section 9: Approach & Service Plan

A. Describe in detail the firm's understanding and proposed approach for each golf course.

B. Include a service plan and corresponding schedule to complete the project by with a proposed timeline included. Do not include actual dates in the service plan, rather days, weeks and months.

C. Describe your current workload and how it will be impacted by this project, if awarded.

Section 10: Complete the Form of Proposal (Price Proposal) & Signature Page

XI. EVALUATION OF PROPOSALS

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Qualifications & Experience	40%
B. Client Work History	30%
C. Approach & Service Plan	30%
Total	**100%**

After the review and rating of proposals by the evaluation committee, individual scores will be averaged and ranked.

REFERENCES
Master Plan for Golf Courses

Client Name: Contact Name:	Start Date: End Date: Contract Amount:
Complete Address of Client:	Contact Email:
	Telephone:
Description of Services Provided:	

Client Name: Contact Name:	Start Date: End Date: Contract Amount:
Complete Address of Client:	Contact Email:
	Telephone:
Description of Services Provided:	

Client Name: Contact Name:	Start Date: End Date: Contract Amount:
Complete Address of Client:	Contact Email:
	Telephone:
Description of Services Provided:	

CLIENT WORK HISTORY
Master Plan for Golf Courses

Client Name: Contact Name:	Start Date: End Date: Contract Amount:
Complete Address of Client:	Contact Email: Telephone:
Description of Services Provided:	
Client Name: Contact Name:	Start Date: End Date: Contract Amount:
Complete Address of Client:	Contact Email: Telephone:
Description of Services Provided:	

Company Name **Authorized Signature** **Print Name of Signatory** **Date**

RSVP FORM GOLF COURSE MASTER PLAN
Mandatory Prebid Conference & Site Visits

LOCATION: Fox Creek Golf Course – 36000 W. Seven Mile Road, Livonia, MI
DATE: July 12, 2023 **TIME:** 9:00 A.M.

COMPANY NAME:_____

PRIMARY CONTACT:_____

PHONE:_____ **EMAIL**_____

TITLE_____

COMPANY REPRESENTATIVES ATTENDING MANDATORY PREBID MEETING:

NAME	TITLE	EMAIL

RETURN RSVP VIA EMAIL TO ENNA BACHELOR, PURCHASING MANAGER AT EBACHELOR@LIVONIA.GOV NO LATER THAN, 3:00 P.M., JULY 6, 2023.

FORM OF PROPOSAL
City of Livonia
GOLF COURSE MASTER PLAN

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

_____*.

* 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 City of Livonia, and understands all of the same; that the Bidder or its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____

Furnish a Golf Course Master Plan according to the requirements herein including all necessary labor, materials, and equipment:

COMPLETE FOR THE SUM OF $_____

In submitting this sealed bid, it is understood that the City of Livonia reserves the right to reject or accept any or all proposals in whole or in part and waive any irregularities and informalities therein. It is agreed that this bid may not be withdrawn for 120 days from the opening thereof.

Number of days it will take to complete the project upon being given notice to proceed
_____ DAYS

The contractor and their sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contact with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their sex or age, except when based on a bona fide occupational qualification, or because of their race, color, religion, national origin or ancestry. (Act 453 P.A. 1976 As Amended) The contractor further agrees that they will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this contract may be regarded as a material breach of contract.

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

Date_____Firm Name_____
(If corporation, partnership, or assumed name)

Address_____Signature_____
(Person executing bid and official capacity)

Print Name_____

City _____State_____Zip Code_____

Email _____

Phone_____FAX_____

_____ _____

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

CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:

NAME:_____ TITLE:_____

PHONE:_____

EMAIL:_____

FP-2

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____

to _____, A.D. 20_____, performed any work, furnished any

material, sustained any loss, damage or delay for any reason, including soil conditions

encountered or created, or otherwise done anything for which I shall ask, demand, sue

for, or claim compensation from the Plymouth Road Development Authority, the Owner, or its agents, in addition

to the regular items set forth in the contract numbered _____, and dated

_____, A.D., 20_____,

for_____

_____

executed between myself and the Greenmead Historical Park, and in the Change Orders for work issued by the Greenmead Historical Park in writing as provided thereunder, except as I hereby make

claim for additional compensation and/or extension of time, as set forth on the itemized

statement attached hereto.

There is/is not (circle one) an itemized statement attached.

The Contractor further certifies that all his indebtedness for labor and material

incorporated in the work covered by this estimate has been fully paid and/or satisfactory

arrangements with material supplies have been made.

_____
Contractor

By_____

Title_____

Date:_____

CD

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
ss
COUNTY OF _____)

The undersigned Contractor, _____, hereby represents that on _____he (it) was awarded a Contract by the City of Livonia – Wayne County, Michigan, to provide GOLF COURSE MASTER PLAN in accordance with the terms and conditions of Contract No. _____, and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of said Contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility from the same immediately upon request to do so by the said CITY OF LIVONIA

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does waive, release and relinquish any and all claims of right of lien which he (it) now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the said City of Livonia

This affidavit is freely and voluntarily given with full knowledge of the fact, on this _____day of _____, 20_____.

Subscribed and sworn to before me
on this _____ day of _____,
20_____.

_____
Contractor

By:_____

Title:_____

_____

Notary Public _____County, MI

My Commission Expires:_____

CA

CONTRACT

THIS CONTRACT, entered into this _____day of _____, A.D. 20____, between *CITY OF LIVONIA* hereinafter referred to as the Owner, party of the first part, and hereinafter referred to as the Contractor, party of the second part.

WITNESSETH, that the said Contractor, for the consideration mentioned in the various items set forth below, by these presents does agree that he will furnish all labor, materials, machinery, tools, and equipment and do all things necessary for and incidental to the

GOLF COURSE MASTER PLAN

together with appurtenances thereto, as set forth in certain Notice to Bidders, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, and the following documents, all of which are attached hereto and made a part of this agreement:

IN CONSIDERATION WHEREOF, said Owner does agree to pay to said Contractor the sum of

Dollars ( ), based upon the amounts and sum listed in the Proposal; which is subject, however, to adjustment by reason of any change in, addition to or deduction from the work, as provided in the General Conditions.

For the faithful performance of all and singular terms and stipulations contained in this agreement, said parties respectively bind themselves, their heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, said parties have this day hereunto set their hands and seals, in triplicate.

Witnesses for City of Livonia

_____

_____

OWNER

_____

_____

Witnesses for Contractor:

_____

_____

_____
Contractor

By:_____

_____
Print Name and Title

APPROVED:

_____

_____

APPROVED AS TO FORM:

_____
Department of Law

LIVONIA CODE OF ORDINANCES 3.04.140.F

F. Bids from City-Based Firms.

1. In comparing bids, the bid of any city-based firm may be deemed a better bid than the bid of any competing firm which is not city-based, whenever the bid of such competing firm shall be less than three (3) percent lower than the bid of the city-based firm on any contract bid in an amount of two hundred thousand dollars ($200,000.00) or less, and less than one (1) percent lower on any amount bid in excess thereof. The foregoing percentages shall each be deemed to apply to the city-based bid and, as the case may be, to the full and complete amount of the contract bid, e.g., the equalization credit of one (1) percent would apply to the full contract amount bid, and not merely to the amount in excess of two hundred thousand dollars ($200,000.00). The firm making the lowest bid thus evaluated shall be deemed the lowest bidder. No contract hereafter awarded by reason of an equalization percentage credit shall be sublet to any subcontractor which is not a city-based firm. Any bidder who claims entitlement to an equalization percentage credit shall agree to make available to the city the records necessary to establish eligibility. Section 3.04.140(E) shall not apply to contracts authorized pursuant to Section 3.04.140(D).

2. "City-based firm" means a firm which is located within the city and which has made payment of commercial, office, manufacturing or research and engineering property taxes on real or personal property for at least one (1) calendar year.

https://library.municode.com/mi/livonia/codes/code_of_ordinances?nodeId=CO_TIT3REFI_CH3.04FIPR_3.04.140BIQUEQWHROOUAU

City of Livonia
1304A (03/15)

PROOF OF INSURANCE FOR CITY OF LIVONIA PROJECTS

Information required by the Federal specifications for Highway construction andlor Act 327, P.A. of 1945 to verify insurance.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with the City of Livonia has been obtained by the contractor named below.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

NAME OF INSURED			
ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES (MM/DD/YY)		LIMITS: Each Occurrence: $1,000,000 Aggregate: $2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
		EFFECTIVE	EXPIRATION		
☐ General Liability				General Aggregate	$
☐ Commercial General Liability				Prods. comp/ops Aggregate	$
☐ Claims Made ☐ Occurrence				Personal & Advertising Inj.	$
☐ $_____P.D. Deductible				Each Occurrence	$
☐ XCU Exclusion				Fire Damage (any one fire)	$
☐ Contractual Exclusion				Medical Exp. (any one person)	$
AUTOMOTIVE LIABILITY				Combined Single Limit (Minimum $2,000,000.00)	$
☐ Any Auto					
☐ All Owned Autos				Bodily Injury (per person) (Minimum $500,000.00)	$
☐ Scheduled Autos					
☐ Hired Autos				Bodily Injury (per accident) (Minimum $1,000,000.00)	$
☐ Non-Owned Autos					
☐ Garage Liability				Property Damage (Minimum $1,000,000.00)	$
☐ Umbrella				Each Occurrence	$
				Aggregate	$
☐ Excess Liability Other Than Umbrella				Each Occurrence	$
				Aggregate	$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				**STATUTORY**	
				$	(Each Accident)
				$	(Disease - Policy LImit)
				$	(Disease - Each Emply.)
☐ Other					

NAME OF AGENCY	NAME OF INSURANCE COMPANY (If only one for all policies)		
ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NO.	FAX NO.		
AUTHORIZED REPRESENTATIVE SIGNATURE (Required)			DATE

Michigan Department of Transportation

1304A (05/06)
City of Livonia

CERTIFICATE OF INSURANCE FOR CITY OF LIVONIA PROJECTS

INSTRUCTIONS: All information must be submitted on Form 1304A. Any other form is invalid.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with City of Livonia has been obtained by the contractor named below and that the City of Livonia is an additional insured as to all General Liability/Commercial General Liability coverage. Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

The insurer shall agree to provide the City of Livonia, in writing, the following:

1. A 30-day prior notice of any insurer-initiated cancellation or reduction in coverage for reasons other than nonpayment of the premium.
2. A 10-day prior notice of any cancellation or reduction in coverage for nonpayment of the premium.
3. Immediate notice of Contractor's cancellation or reduction of coverage.

The contractor shall cease operations if any insurance is canceled or reduced, and shall not resume operations until new insurance is in force.

NAME OF INSURED			
THE SMITH COMPANY			
ADDRESS	CITY	STATE	ZIP CODE
12345 AVENUE	LIVONIA	MI	12345
TELEPHONE NO.	FAX NO.		
(734)123-4567			

ALL WORK PERFORMED FOR THE CITY OF LIVONIA AS A PRIME OR SUBCONTRACTOR

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES EFFECTIVE	POLICY DATES EXPIRATION	LIMITS: Each Occurrence: $1,000,000 Aggregate: $2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
☒ General Liability				General Aggregate	$ 2,000,000.00
☐ Commercial General Liability				Prods. comp/ops Aggregate	$ 2,000,000.00
☐ Claims Made ☒ Occurrence				Personal &Advertising Inj.	$ 1,000,000.00
☐ $_____ P.D. Deductible				Each Occurrence	$ 1,000,000.00
☐ XCU Exclusion				Fire Damage (any one fire)	$
☒ Owners/Contractors Protective				Medical Exp. (any one person)	$ 5,000.00
AUTOMOTIVE LIABILITY				Combined Single Limit (Minimum $2,000,000.00)	$ 2,000,000.00
☒ Any Auto					
☐ All Owned Autos				Bodily Injury (per person) (Minimum $500,000.00)	$ 500,000.00
☐ Scheduled Autos					
☐ Hired Autos				Bodily Injury (per accident) (Minimum $1,000,000.00)	$ 1,000,000.00
☐ Non-Owned Autos					
☐ Garage Liability				Property Damage (Minimum $1,000,000.00)	$ 1,000,000.00
☒ Umbrella				Each Occurrence	$ 1,000,000.00
				Aggregate	$ 1,000,000.00
☒ Excess Liability Other Than Umbrella				Each Occurrence	$ 1,000,000.00
				Aggregate	$ 1,000,000.00
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY	
				$ 500,000.00	(Each Accident)
				$ 500,000.00	(Disease- Policy Limit)
				$ 500,000.00	(Disease- Each Emply.)
☐ Other					

NAME OF AGENCY	NAME OF INSURANCE COMPANY (If only one for all policies)		
AMERICA'S INSURANCE COMPANY			
ADDRESS	CITY	STATE	ZIP CODE
54321 STREET	ANY CITY	MI	54321
TELEPHONE NO.	FAX NO.		
(734)765-4321			

P:\Forms\insurance\Certificate of Insurance 1304A.doc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s)	Address
CITY OF LIVONIA	12973 FARMINGTON ROAD LIVONIA, MI 48150

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

INS-5

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
CITY OF LIVONIA **12973 FARMINGTON ROAD** **LIVONIA, MI 48150**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to *include* as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

© Insurance Services Office, Inc., 2012

GOLF COURSE MASTER PLAN
CITY OF LIVONIA, MICHIGAN

CONTRACT

THIS CONTRACT, entered into this _____day of _____, A.D. 2023, between the CITY OF LIVONIA, hereinafter referred to as the Owner, party of the first part, and _____ hereinafter referred to as the Contractor, party of the second part.

WITNESSETH, that the said Contractor, for the consideration mentioned in the various items set forth below, by these presents does agree that he will furnish all labor, materials, machinery, tools, and equipment and do all things necessary for and incidental to the

GOLF COURSE MASTER PLAN

together with appurtenances thereto, as set forth in certain Notice to Bidders, Proposal, General Conditions, Specifications, Bonds, Plans, Drawings, and the following documents, all of which are attached hereto and made a part of this agreement:

IN CONSIDERATION WHEREOF, said Owner does agree to pay to said Contractor the not to exceed sum of _____ ($_____) based upon the amounts and sum listed in the Form of Proposal; which is subject, however, to adjustment by reason of any change in, addition to or deduction from the work, as provided in the General Conditions.

For the faithful performance of all and singular terms and stipulations contained in this agreement, said parties respectively bind themselves, their heirs, executors, administrators, successors, and assigns.

GOLF COURSE MASTER PLAN
CITY OF LIVONIA, MICHIGAN

CONTRACT

IN WITNESS HEREOF, said parties have this day hereunto set their hands and seals, in triplicate.

Witnesses for City:

CITY OF LIVONIA, OWNER

_____

_____
Maureen Miller Brosnan
Mayor

_____

_____
Susan M. Nash
City Clerk

Witnesses for Contractor:

_____
(Contractor)

_____

By: _____

_____

_____
Print Name and Title

APPROVED:

_____
Michael T. Slater
Director of Finance

_____
Ted Davis
Superintendent of Parks and Recreation

APPROVED AS TO FORM:

_____
Department of Law

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____

to _____, A.D. 20_____, performed any work, furnished any

material, sustained any loss, damage or delay for any reason, including soil conditions

encountered or created, or otherwise done anything for which I shall ask, demand, sue

for, or claim compensation from the Botsford Pool Fence Replacement, the Owner, or its agents, in addition

to the regular items set forth in the contract numbered _____, and dated

_____, A.D., 20_____,

for_____

_____

executed between myself and the City of Livonia and in the Change Orders for work issued by the City of Livonia in writing as provided thereunder, except as I hereby make

claim for additional compensation and/or extension of time, as set forth on the itemized

statement attached hereto.

There is/is not (circle one) an itemized statement attached.

The Contractor further certifies that all his indebtedness for labor and material

incorporated in the work covered by this estimate has been fully paid and/or satisfactory

arrangements with material supplies have been made.

_____
Contractor

By_____

Title_____

Date:_____

CD

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
ss
COUNTY OF _____)

The undersigned Contractor, _____,

hereby represents that on _____he (it) was awarded a Contract by the City of Livonia – Recreation Department, Wayne County, Michigan, to provide GOLF COURSE MASTER PLAN.

in accordance with the terms and conditions of Contract No. _____, and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said Contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of said Contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility from the same immediately upon request to do so by the City of Livonia.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does waive, release and relinquish any and all claims of right of lien which he (it) now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the said City of Livonia.

This affidavit is freely and voluntarily given with full knowledge of the fact, on this _____day of _____, 20_____.

Subscribed and sworn to before me
on this _____ day of _____,
20_____.

_____
Contractor

By:_____

Title:_____

_____

Notary Public _____County, MI

My Commission Expires:_____

CA

CONTRACT

THIS CONTRACT, entered into this _____day of _____, A.D. 20____, between *CITY OF LIVONIA*, hereinafter referred to as the Owner, party of the first part, and hereinafter referred to as the Contractor, party of the second part.

WITNESSETH, that the said Contractor, for the consideration mentioned in the various items set forth below, by these presents does agree that he will furnish all labor, materials, machinery, tools, and equipment and do all things necessary for and incidental to the

GOLF COURSE MASTER PLAN

together with appurtenances thereto, as set forth in certain Notice to Bidders, Proposal,

General Conditions, Specifications, Bonds, Plans, Drawings, and the following documents, all of which are attached hereto and made a part of this agreement:

IN CONSIDERATION WHEREOF, said Owner does agree to pay to said Contractor the sum of

Dollars ( ), based upon the amounts and sum listed in the Proposal; which is subject, however, to adjustment by reason of any change in, addition to or deduction from the work, as provided in the General Conditions.

For the faithful performance of all and singular terms and stipulations contained in this agreement, said parties respectively bind themselves, their heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, said parties have this day hereunto set their hands and seals, in triplicate.

Witnesses for City of Livonia

_____

_____

OWNER

_____

_____

Witnesses for Contractor:

_____

_____

_____
Contractor

By:_____

_____
Print Name and Title

APPROVED:

_____

_____

APPROVED AS TO FORM:

_____
Department of Law

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

7. AWARD OF BID: Department of Parks and Recreation, re: for wayfinding fabrication and installation of signage throughout the parks system, from budgeted funds.

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

   Councilmember McCullough offered an approving motion for the Consent agenda.

   DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

7.

Parks and Recreation
September 15, 2023

MEETING DATE	PREPARED BY
S100223/R101623	Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for wayfinding fabrication and installation of signage throughout the parks system, from budgeted funds.

BACKGROUND DETAILS

The Department of Parks and Recreation requests the approval of Wayfinding fabrication and installation for our outdoor sites. The proposed award will enable the department to update signage throughout the parks system and provide an improved experience by showing amenities on signs and directional signage throughout the parks.

A bid package was posted to MITN. Bids were opened on August 22, 2023. We received two proposals and request that the council award to the low bidder, Johnson Sign Company.

The bid tabulation and their form of proposal is attached for your review.

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

We request that the City Council authorize the Mayor and City Clerk to execute a contract with our low bidder, Johnson Sign Company, 2240 Lansing Ave, Jackson, MI 49202.

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)

Asking for approval of the per unit price, not to exceed a total of $100,000.

DETAILED WORK BEING PERFORMED

Wayfinding fabrication and installation

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

Budgeted funds are available in account 101-758-974-000.

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

This was the lowest bid.

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

ATTACHMENTS

1. 2023 Wayfinding fabrication and installation

APPROVED BY

Date: September 18, 2023

Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: September 27, 2023

Michael Slater, Finance Director

Date: September 27, 2023

Paul Bernier, City Attorney

Date: September 29, 2023

Maureen Miller Brosnan, Mayor

BID OPENING SHEET – WAYFINDING & SIGNAGE FOR THE RECREATION DEPT – BID DUE DATE 08/22/2023 PAGE 1 OF 1

VENDOR NAME	Johnson Sign Company	Salient Sign Studio
CITY STATE	Jackson, Michigan	Oak Park, Michigan
SIGN TYPE	**UNIT PRICE**	**UNIT PRICE**
Monument Sign	14,750.00	23,790.00
Post & Panel Sign	2,200.00 (includes alt post solution due to availability	5,708.39
Public Notice Sign 12”x12”	200.00	220.80
Public Notice Sign 24”x30”	325.00	401.30
Public Notice Sign 36”x36”	450.00	536.80
Pedestrian Sign	2,100.00	4,810.31
Street Sign	2,100.00	4,810.31
Trail Sign	1,325.00	2,807.69
Field Sign	2,100.00	1,587.83
Number of days to complete project	Contingent on scope of work	56 days
Number of days to obtain materials and equipment for project	Contingent on scope of work **Warranty**: 3 years until	40 days **Warranty**: Labor & parts 2 yrs
Pricing Valid Until	12/31/2024	12/31/2024

FORM OF PROPOSAL

City of Livonia

WAYFINDING SIGNAGE AND INSTALLATION

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

JOHNSON SIGN COMPANY, a 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 City of Livonia, and understands all of the same; that the Bidder or its representative has made personal investigation at the site and has become fully familiar with regard to the conditions to be met in the execution of this Contract, and the undersigned proposes to furnish all labor, materials, tools, power, transportation, and construction equipment necessary for the construction of the Project and performing related work in full accordance with the aforesaid Contract Documents, including any and all Addenda officially issued, their receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	7/28/23
Addendum No. 2	8/14/23
Addendum No. 3	8/16/23

WAYFINDING SIGNAGE AND INSTALLATION PRICE SHEET

Item Description	Unit Price ($)
1 Monument Sign	$ 14,750.00
2 Post & Panel Sign	: $ 2,200.00 Includes alternate post solution due to availability. Permit submission not included
3 Public Notice Sign	12" x 12" $ 200.00 24"x30" $ 325.00 36"x36" $ 450.00 Permit submission not included
4 Pedestrian Signs	$ 2,100.00 Includes alternate post solution due to availability. Permit submission not included
5 Street Signs	$ 2,100.00 Includes alternate post solution due to availability. Permit submission not included
6 Pedestrian Signs	N/A Duplicate of Item 4
7 Trail Signs	$ 1,325.00 Includes alternate post solution due to availability. Permit submission not included
8 Field Signs	$ 800.00 Includes alternate post solution due to availability. Permit submission not included

The unit price must complete the intent of all the work identified in the overview and Wayfinding Standards Manual. If an alternative material or production method is bid, please include details so we may evaluate effectively. Definite order quantities have not yet been determined. Costs will be considered based on unit prices offered.

Specified product not available : " 4X4 9-foot posts, HDPE material, woodgrain teak "

Due to a lack of product availabillity as specified, to meet the standard requirements we have included costs on the Price Sheet for using a 5"x5" Trex Post sleeve with a treated lumber 4x4 Post installed per code requirements. Although Trex Fencing products alone provide a sustained wind-resistance rating of 110 mph with 130 mph gusts, we believe the combination of a Trex Sleeve with a treated lumber post is the best performing solution with the lowest cost for the Bid specifications. Trex post caps will be included and are available in three styles. There are also three color choices for this product.

We found alternative HDPE posts and Recycled Plastic products with limited availability but they were not construction-grade materials. We believe using one of these products is a risk that would not be recommended for your signage project.

Number of days it will take to complete the project upon being given notice to proceed

_____X_____ **DAYS** Contingent upon Scope of Work

Number of days it will take to obtain materials and equipment for project upon being given notice to proceed _____X_____ **DAYS** Contingent upon Scope of Work

Warranty: Labor 3 years **Parts** 3 years

Labor and materials warranteed only. Does not cover vandalism or general use damage.

Pricing valid until 12/31/2024 **(insert date)**

Base costs with annual review + current rate of inflation.

The contractor and their sub-contractors agree that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contact with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of their sex or age, except when based on a bona fide occupational qualification, or because of their race, color, religion, national origin or ancestry. (Act 453 P.A. 1976 As Amended) The contractor further agrees that they will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color or national origin. Breach of this contract may be regarded as a material breach of contract.

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

Date 8/22/2023 Firm Name JOHNSON SIGN COMPANY

(If corporation, partnership, or assumed name)

Address 2240 Lansing Avenue Signature James Johnson

(Person executing bid and official capacity) Print Name James Johnson

City Jackson State MI Zip Code 49202

Email JAY@JOHNSONSIGN.COM

Phone 517-414-1668 FAX 517-784-1556

James Johnson

(Names of Principal Officers and designate indicate official capacity)

James Johnson, Jim Johnson, Will Johnson

(If partnership or assumed name, names of owners)

CONTACT PERSON TO WHOM QUESTIONS REGARDING PROPOSAL RESPONSE SHOULD BE DIRECTED:

NAME: Geof Innis **TITLE:** Sales Executive

PHONE: 248-217-2677

EMAIL: GEOF@JOHNSONSIGN.COM

To be considered for this project, the following forms must be uploaded and submitted by 2:00 PM on AUGUST 15, 2023, via the MITN website only www.mitn.info:

- ☐ Bid Bond Requirement was cancelled
- ☒ Form of Proposal Pages (FP1 – FP7)
- ☒ Project Timeline and Approach
- ☒ References
- ☒ Warranty Documentation
- ☒ Company Overview

Wayfinding Signage & Installation

REFERENCE FORM

COMPANY NAME: JOHNSON SIGN COMPANY

Reference Company Name:	Jackson College
City/State:	Jackson, MI
Summary of Work Performed:	Provided exterior signs & wayfinding signs throughout campus
Dates of Work:	2019 - present
Company Contact Person:	Jim Jones
Title:	
Phone Number:	
Email:	JonesJamesL@jccmi.edu
Reference Company Name:	Schoolcraft College
City/State:	Livonia, MI
Summary of Work Performed:	Provided exterior signs & wayfinding signs throughout campus
Dates of Work:	2014-present
Company Contact Person:	John Wright
Title:	
Phone Number:	
Email:	jwright@schoolcraft.edu
Reference Company Name:	Trinity Health
City/State:	Livonia, MI
Summary of Work Performed:	Provided exterior signs for entire Southeast Michigan locations
Dates of Work:	2016-present
Company Contact Person:	Dave Raymond
Title:	
Phone Number:	
Email:	Dave.Raymond@trinity-health.org

STATEMENT OF QUALIFICATIONS
WAYFINDING SIGNAGE AND INSTALLATION

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

Company Name: JOHNSON SIGN COMPANY

Address 2240 Lansing Avenue Jackson, Michigan 49202

Contact Person: Geof Innis Title Sales Executive

Phone No. 248-217-2677 Email GEOF@JOHNSONSIGN.COM

1. Number of years operating under you present name: 59 years
2. Number of years present owners have owned the company: 36 years
3. How many years of experience does your company have withy signage and installation? 59 years
4. List municipalities who the bidder has serviced in the past five (5) years to present:

Name of Municipality	Term of Service
City of Jackson	
Pittsfield Township	
City of Royal Oak	
City of Flat Rock	
City of Manistee	

5. General nature of work performed by your company:

We specialize in the design, manufacturing and installation of custom fabricated signs.

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

Year of Service	Department Serviced	Description of Services Provided
None		

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

Name	Title	Role	Years of Experience
Geof Innis	Sales Executive	Primary Contact	26 years
Mike Bergmann	Director of Operations	Internal Project Management	30 years
Jim Johnson	VP, Sales Director	Director	12 years
Rachel Schafer	Director of Finance	Billing Supervisor Contact	29 years

8. What challenges to you foresee?

Coordination of installations at multiple locations with the most effciency, small quantity orders for Post and Panel signs and Public Notice signs.

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

Planning, Production-Designs, Manufacturing, QC, and Installation.

Cost of Permits and Permit submission for any signs not noted, if needed.

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

Company Phone No.: 734-483-2000 main company line

24-Hour Phone No.: 248-217-2677 primary contact

Hours of Operation: 8:30 am - 5:00 pm

SUBCONTRACTOR'S LIST – WAYFINDING SIGNAGE AND INSTALLATION

COMPANY NAME: JOHNSON SIGN COMPANY

Subcontractor Name	Contact Person	Phone No.	Services to be provided
None All requirements performed with existing staff, facilities and equipment			

Please note that solicitations issued prior to June 10, 2017 can be found here: http://legacy.mitn.info

Addendum Description

Addendum No. 1 is being issued to clarify the date for the mandatory prebid. The mandatory prebid will be held on August 9, 2023 at 10:00 a.m. local time at the Kirksey Recreation Center, 15100 Hubbard St., Livonia, MI 48154. All other provisions of the bid remain the same. The due date remains the same. Bidders should acknowledge receipt of the addendum with their bid response uploaded to the MITN website.

Notice Modifications

Notice Information	From Value	To Value
Pre-Bidding Events	Prebid Conference	Prebid Conference
	Mandatory	Mandatory
	8/9/23 12:00 AM EST/EDT	**8/9/23 10:00 AM EST/EDT**
	CITY OF LIVONIA KIRKSEY RECREATION CENTER 15100 HUBBARD ST, LIVONIA MI 48154	CITY OF LIVONIA KIRKSEY RECREATION CENTER 15100 HUBBARD ST, LIVONIA MI 48154
	MANDATORY PREBID MEETING: A mandatory prebid meeting will be held on August 9, 2023 at 10:00 a.m. at the Kirksey Recreation Center located at 15100 Hubbard St., Livonia, MI 48154. Attendees shall report to the front desk upon arrival and will be directed to the conference room. Bids will not be considered from firms not in attendance at the mandatory prebid meeting.	MANDATORY PREBID MEETING: A mandatory prebid meeting will be held on August 9, 2023 at 10:00 a.m. at the Kirksey Recreation Center located at 15100 Hubbard St., Livonia, MI 48154. Attendees shall report to the front desk upon arrival and will be directed to the conference room. Bids will not be considered from firms not in attendance at the mandatory prebid meeting.

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Company Name JOHNSON SIGN COMPANY

Authorized Signature James Johnson Date August 22, 2023

Print Name James Johnson Title President

City of Livonia

Addendum No. 2 - Wayfinding Signage

Date: August 14, 2023

To: Potential Bidders

From: Enna A. Bachelor, Purchasing Manager

Subject: Addendum No. 2 – Wayfinding Signage

Addendum No. 2 is being issued to address questions submitted by vendors and provide clarifications resulting from the mandatory prebid meeting held on August 9, 2023.

- **Mandatory Prebid Meeting**
  - The prebid meeting was mandatory. Bids will only be considered from firms in attendance at the mandatory prebid meeting.
  - A copy of the mandatory prebid meeting sign-in sheet is attached to the addendum (1 page)
- **Removal of Signs –** Contractor will not be responsible for removal of old signs
- **Sign Quantities**
  - The City does not have definite quantities of sign types specified in bid documents.
  - The majority of signs are post and panel (public notice) signs.
  - There are approximately six (6) pedestrian/street signs
  - Here are 67 locations where signage will be installed
  - Quantities of signs purchase will depend on pricing and budgetary capacity available
  - If the successful firm is able to hold firm bid pricing offered then additional quantities of signs may be purchased as funding is available. If pricing cannot be held firm then the City will go back out to bid for additional quantities.
  - There will be a minimum of sixty-four (64) post signs
- **Official Bid Documents -** Firms who did not obtain bid documents from the MITN website should request official documents from the Purchasing Manager, Enna Bachelor at ebachelor@livonia.gov to ensure receipt of a complete copy of the official version of the bid.

Company Name JOHNSON SIGN COMPANY

Authorized Signature James Johnson Date August 22, 2023

Print Name James Johnson Title President

City of Livonia

Addendum No. 3 - Wayfinding Signage

Date: August 16, 2023

To: Potential Bidders

From: Enna A. Bachelor, Purchasing Manager

Subject: Addendum No.3 – Wayfinding Signage

Addendum No. 3 is being issued to address questions submitted by vendors.

- **Mandatory Prebid Meeting -** The bid due date is no later than 2:00 p.m. on August 22, 2023
- **AI Files –** AI Files may be accessed using the following link: https://livonia-my.sharepoint.com/:f:/g/personal/ebachelor_livonia_gov/Eo3BqpBSsPFLjgKh6JlVtEEBCIWqteMcwdcgNUEttZEEsQ?e=rk9rfN

- **Permits:** The City expects fees to be waived for permits required. Permit costs should not be included in your bid response but must be pulled if required for the work performed.
- **Question Deadline:** The question deadline was August 10, 2023. The City does not guarantee a response to questions submitted after the question deadline.
- **Sign Quantities:** The majority of the sign type produced will be Post and Panel and Public Notice signs.
- The material used at Ben Celani is HDPE, that is the example of what we want. Park signs at other sites are the PVC sleeves. We specified HDPE, if there is an alternative, feel free to bid that and provide us information on the product.

All other provisions of the bid remain the same. The due date (August 22, 2023) remains the same. Bidders shall include acknowledgement of addendum with their bid response uploaded to the MITN website.

-ADDENDUM NO. 3 ACKNOWLEDGEMENT – WAYFINDING SIGNAGE-

Company Name JOHNSON SIGN COMPANY

Authorized Signature James Johnson Date August 22, 2023

Print Name James Johnson Title President

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

8. REQUEST FOR APPROVAL OF AGREEMENT FOR CONSERVATION EASEMENT: Department of Parks and Recreation, re: an EGLE Conservation Easement along the Bell Branch of the Rouge River within Blue Grass Park.

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

   Kyle Morton, Ashley Capital, explained they are looking to do stream mitigation on the Denmar Drain behind Hoover. This project will be fully paid for and is stream mitigation that would involve stabilizing excessive bank erosion, stream restoration, and native plantings at no cost to the city. The tradeoff here is they need a long-term conservation easement. EGLE wants to make sure once the money is spent that Livonia doesn't change its mind and decide to build a bridge and remove the work that's been done.

   Rob Myllyoja, ECT Ann Arbor, indicated they did a preliminary site assessment and identified it as a critical erosion site. There is about a quarter mile of stream here with severe bank erosion. The banks are vertical and six to twelve feet high. It’s a great opportunity to take a safety issue and turn that liability into an asset for the community. They need to restore the entire 1,450 feet of stream to get the number of credits needed for the site. It's a three or four to one ratio to achieve the credit required for the EGLE Stream Mitigation Program. The program is new, and it's only been in place for about two years. The EPA requires them to have a conservation easement in place, so they must have approval for it.

   Councilmember Donovic asked them to explain the access and thanked Ashley Capital for investing in this project.

   Mr. Myllyoja indicated there is an existing guard rail at the dead end of Hicks Road. It will be easy to get access to this existing turf grass area, come in alongside the tennis court through the open space, and then will come around the tree line through the existing curved grass at the far end. They expect to need some gravel and other natural types of material to do the construction. This will allow access to the wooded area along the stream court itself. There will be some grading and some tree removal required and they will be replacing anything removed with native vegetation.

Councilmember McIntyre asked them to leave the drawing or send one to Council. She would like to know more about how grants come about.

Councilmember Bahr and Councilmember McCullough thanked Ashley Capital.

Mr. Myllyoja indicated there will be an additional five years of monitoring and maintenance required on top of the construction, which will take place next summer, due to the fisheries windows.

Mr. Morton indicated here's a very small section of the stream, owned by MDOT. They may ask for a letter of support from the city so Ashley Capital can facilitate MDOT giving it to the City of Livonia.

President Jolly verified they could use the letter now.

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

President Jolly indicated they will put the letter request on the Regular agenda.

Councilmember Bahr offered an approving motion for grant on the Consent agenda.

DIRECTION:	APPROVAL	CONSENT REGULAR

LETTER TO THE LIVONIA CITY COUNCIL

8.

Parks and Recreation
September 26, 2023

MEETING DATE	PREPARED BY
S101623/110123	Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST FOR APPROVAL OF AGREEMENT FOR CONSERVATION EASEMENT: Department of Parks and Recreation, re: an EGLE Conservation Easement along the Bell Branch of the Rouge River within Blue Grass Park.

BACKGROUND DETAILS

The Department of Parks and Recreation requests the approval of an EGLE Conservation Easement along the Bell Branch of the Rouge River within Blue Grass Park.

EGLE requires Ashley Capital to provide off-site stream mitigation for development outside of the City of Livonia. In 2022, ECT visited the site as part of a field reconnaissance. We noted the deeply incised condition and extensive bank erosion. Upstream of Hix Street, the creek contributes hundreds of tons of sediment and associated nutrients to the Bell Branch each year. The high vertical banks in the park are also a potential threat to public safety.

The stream mitigation would involve stabilizing excessive bank erosion, stream restoration, and native plantings at no cost to the City. In addition, Ashley Capital will provide 5 years of site monitoring and maintenance. After 5 years, then City would be required to remove excessive trash and debris and not develop within the stream corridor. EGLE must also enter into a conservation easement along the stream corridor with the City of Livonia (attached).

A preliminary site staging and access plan has been developed for the City's consideration (attached). We anticipate that a contractor will access the site with heavy equipment from the north end of Hix Street. Trucks will also haul in natural gravel materials to this location. Access to the west may be along the north bank of the creek, by a meandering wood chip path through the woods (to remain at the City's discretion), or by lawn areas to the north of the wooded area. All staging areas and access will be restored by the contractor upon completing the work.

Timeline:

Project Design	December 2023
EGLE Permitting	October 2023 – February 2024
Construction Bidding	January 2024
Tree Clearing	February-March 2024
Project Construction	July-October 2024
Monitoring	2024-2029

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

be used in lieu of the recommendation)

We request that the City Council authorize the Mayor and City Clerk to execute the agreement for an EGLE Conservation Easement along the Bell Branch of the Rouge River within Blue Grass Park.

ATTACHMENTS

1. 23.09.20_Bluegrass Park_Staging_Plan
2. 23.09.20_Bluegrass Park-Graphic_v5
3. Conservation-Easement-Checklist
4. WRD_WLSU_ConservationEasement_MODEL_2016-final_547119_7

APPROVED BY

Date: September 27, 2023

Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: September 27, 2023

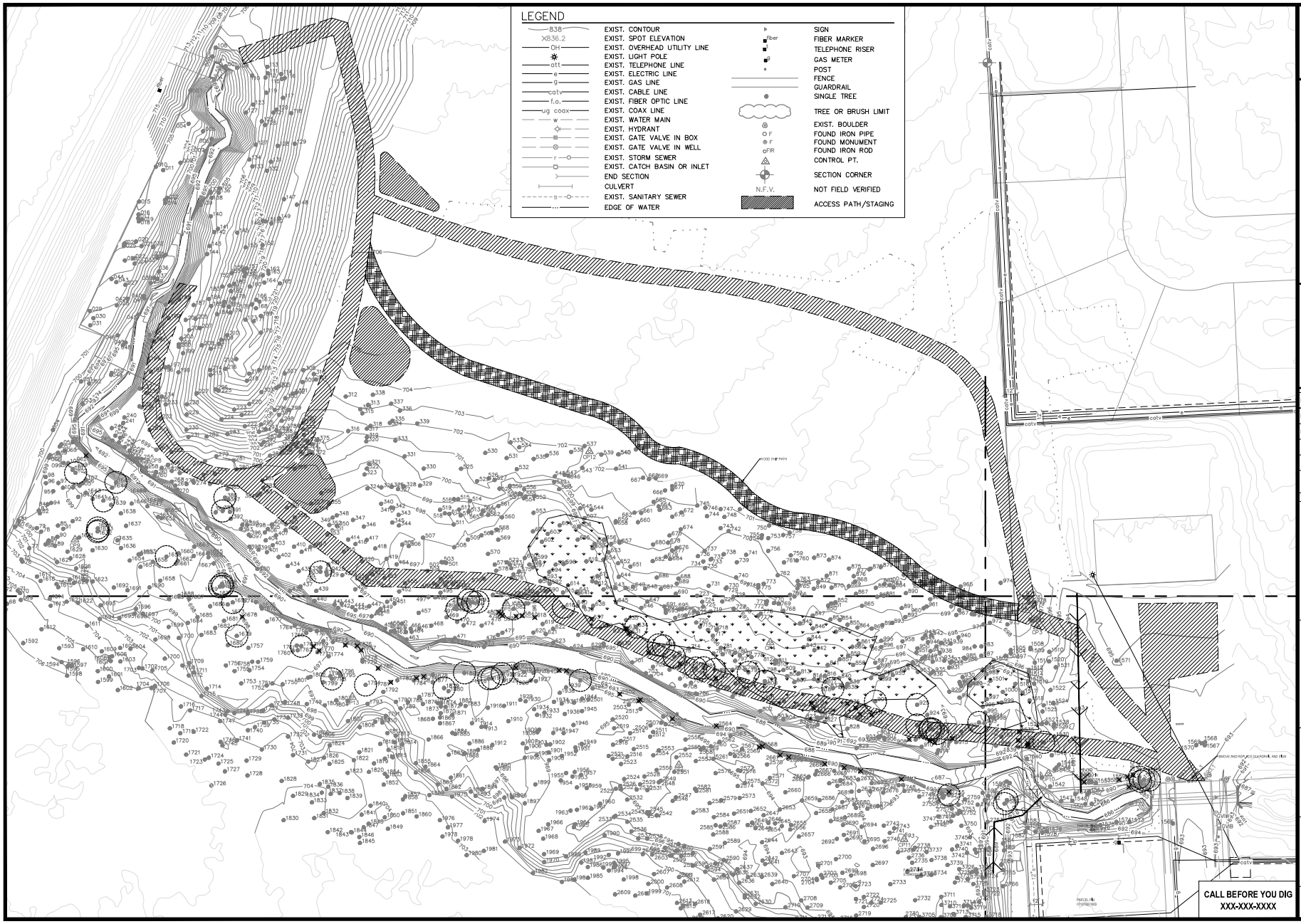
Todd Zilincik, P.E., City Engineer

Date: September 27, 2023

Paul Bernier, City Attorney

Date: September 29, 2023

Maureen Miller Brosnan, Mayor



ECT
2001 COMMONWEALTH BLVD, STE. 300
ANN ARBOR, MI 48105
Phone: (734) 769-3004
www.ect-inc.com

BELL BRANCH AT BLUEGRASS PARK

ECT PROJECT No.:	230320
DESIGNED BY:	RM
DRAWN BY:	MK
CHECKED BY:	CH
APPROVED BY:	
STATUS: PRELIMINARY DESIGN	
REVISIONS:	

John Doe, P.E. No. 12345

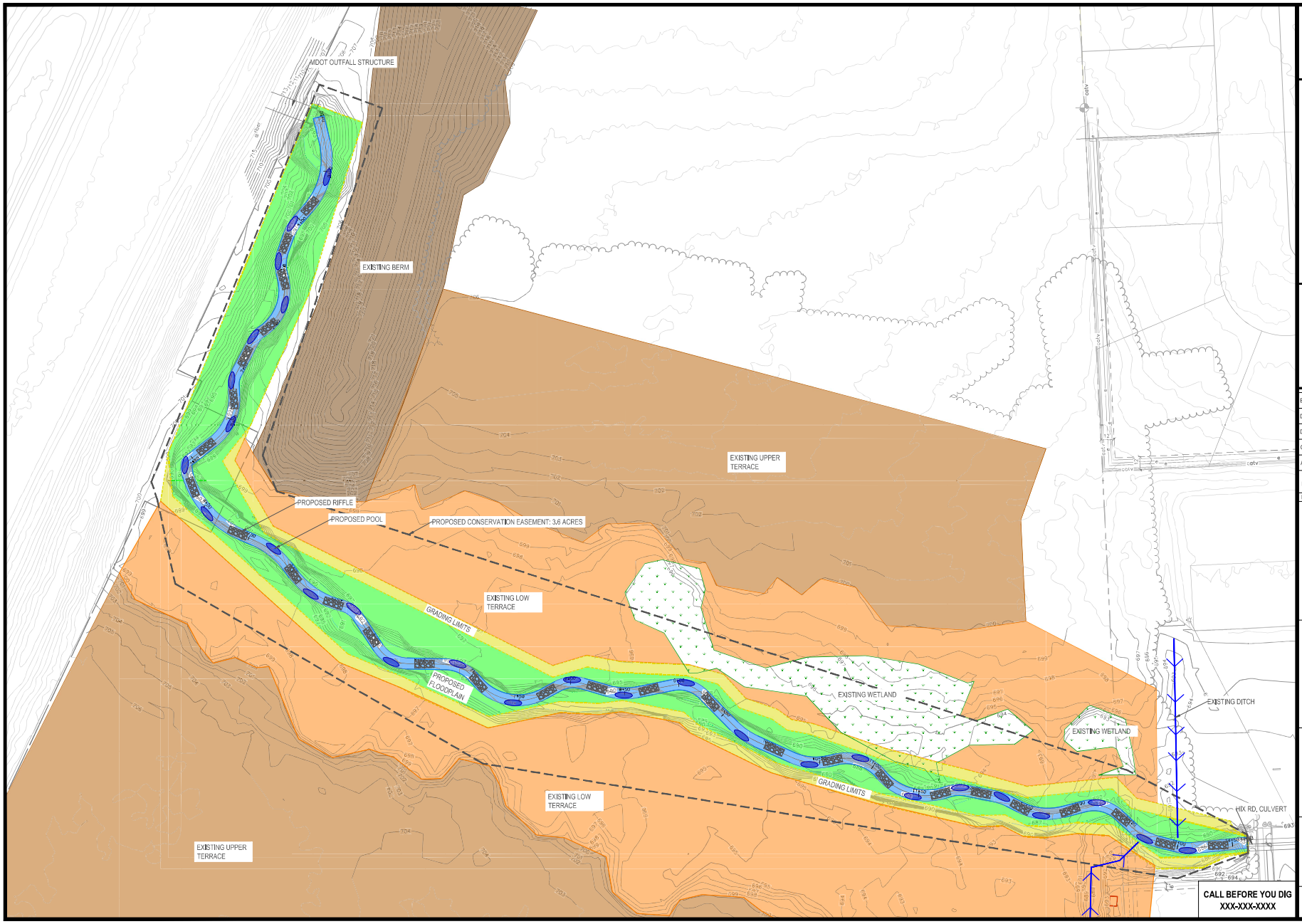
XX-XX-2020

09-20-2023

SITE ACCESS

SA1

AMPLETEVPROJECT BASELEY CORTLANDSOURCE-SCRSSRCADS DISTRIBUTION CENTER NORTHFIELD_SNA-PCOVER-SHEETS-CD230320-BLUEGRASS PARK.DWG
9/20/2023 3:35 PM by Mark Hanson



ECT
2001 COMMONWEALTH BLVD, STE. 300
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BELL BRANCH AT BLUEGRASS PARK

ECT PROJECT No.:	230320
DESIGNED BY:	RM
DRAWN BY:	MK
CHECKED BY:	CH
APPROVED BY:	
STATUS: PRELIMINARY DESIGN	
REVISIONS:	

John Doe, P.E. No. 12345
XX-XX-2020
09-20-2023

PROPOSED CONDITIONS - OVERALL

SCALE: 1" = 40'
@ 22" X 34"
0 10 20 40

Graphic

N:\ANN\FILE\PROJECTS\ASHLEY CAPITAL\230320-CROSSROADS DISTRIBUTION CENTER NORTH\LDN\TA-CIVIL\-MAPS\CAD\230320_BLUEGRASS PARK.DWG
9/20/2023 1:31 PM by Mark Hueske

CONSERVATION EASEMENT CHECK LIST

I. RECORDING FORMAT REQUIREMENTS

☐ A. The top margin on the first page needs to be at least 2.5 inches. All other margins including exhibits need to be at least 0.5 inch.

☐ B. All pages must be between 8.5 x 11 inches or 8.5 x 14 inches and on paper at least as heavy as regular copy paper (20 lb).

☐ C. All text, including the legal descriptions in any attachment, must be at least 10-point font and must be legibly printed in black ink on white paper. It is okay to use blue ink for the signatures.

II. OPENING GRANTING CLAUSE OF THE EASEMENT

☐ A. The date the easement is first created should match the date the easement is first signed and notarized.

☐ B. Grantor's full mailing address must be included after Grantor's name.

☐ C. If Grantor is an <u>organization</u>: Grantor must designate if Grantor is a corporation, partnership, municipality, or limited liability company with the state name (i.e., a Michigan corporation). The Corporate Identification Number should be cited on the document. If the Grantor is a limited liability company, documentation of the member or manager's authority to convey the conservation easement must be provided.

☐ D. If Grantor is an individual(s):

1. All single male Grantors executing the easement must state their marital status as 'single' and acknowledge the statement of their marital status in the opening paragraph and in the notary's acknowledgement.
2. Married Grantors must have both husband and wife sign the document and acknowledge their marital status in the opening paragraph and in the notary's acknowledgment.
3. If Grantor requires power of attorney, documentation of power of attorney must be provided.
4. If Grantor executes the document as Trustee of a Trust. Documentation must be provided that the person conveying the easement as a Trustee has the authority to convey land on behalf of the Trust.

☐ E. Document should cite Michigan Department of Environment, Great Lakes, and Energy (EGLE) as the Grantee.

III. SIGNATURE BLOCK

☐ A. Grantor Signature(s) must be original.

☐ B. Grantor must be the property owner of the land to be placed under easement.

☐ C. Grantor's name(s) must be typed or printed beneath their signatures including middle initials if applicable.

☐ D. Title must be stated below signature if Grantor is signing on behalf of an organization.

☐ E. Grantor's name and title must be stated <u>exactly</u> the same in the opening granting clause paragraph, signature block, and in the notary's acknowledgment (check middle initials).

☐ F. If signing as an organization, Grantor must provide documentation that the conveyance has been signed by someone with the authority to convey the property on behalf of the organization.

☐ G. If an organization is a member of another organization, the relationship in the opening granting clause, the signature block and the notary acknowledgement should cite the relationship. For example, Grantor is the John Doe Company, the single member of the Jane Doe Limited Liability Company, etc.

IV. NOTARY ACKNOWLEDGMENT

☐ A. Grantor's signature must be notarized. Notary signature must be an original.

☐ B. Notary must state the county where the notary commission is held, in addition to stating the county where the notary was 'Acting' in acknowledging the document.

☐ C. The name of the Notary Public whose signature appears on the document must be legibly printed, typewritten or stamped upon the instrument immediately beneath the signature of that Notary Public.

V. OTHER

☐ A. The name of the person who drafted the easement and the business address and title of such person must be stated in the document.

☐ B. Documentation of ownership (warranty deed) must be provided. It will not be recorded with the easement.

☐ C. Any other easements, rights-of-ways, restrictions, leases, or any other encumbrances that impact the easement area, must be declared and/or a title search provided.

VI. EXHIBITS

☐ A. Exhibit A: Legal description of the Grantor's entire property or a reference to the Liber and Page number of the recorded plat. Parcel identification number(s) should be cited.

☐ B. Exhibit B: Legal description of the Easement Premises only.

- Legal description must state the acreage of the easement area(s).
- Legal description 'Point of Beginning' should commence from a recognized survey point such as a section corner and describe the easement in metes & bounds, rectangular survey, or lot and block. All call points should also include the Latitude, Longitude for each survey point.
- Example: PT (1) -84.60908, 44.04563 a distance of 40 feet to PT (2) -84.61100, 44.10100.
- For reference purposes, please include a table listing metes and bounds, latitude and longitude points, that is numbered accordingly.

☐ C. Exhibit C: A survey map depicting the Easement Premises. Include in the survey map, recognizable landmarks such as nearby roads, existing structures, or other identifying features that will clearly depict the Easement Premises within the parcel boundary. If the survey of the Easement Premises uses metes and bounds, please include the latitude and longitude points too.

☐ D. Exhibit D: A legal description and map that provides a path of legal access for ingress and egress to and from the Easement Premises from a publicly accessible area such as a public road for EGLE staff to use to access the site. If there is more than one easement area, please make sure the access pathway provides access to each area. If the easement is <u>directly</u> connected to a publicly accessible point, such as a public road, you may provide a statement that authorizes EGLE staff access to the easement from the identified road. A map must be provided as part of Exhibit C or D to show the direct connection of the public road to the Easement Premises.

VII. FEES

☐ A. Proper fee is enclosed. A check or money order should be made out to the appropriate county register of deeds (county where the easement is located) and submitted with the easement to EGLE.

☐ B. Effective OCTOBER 1, 2016 all documents will cost $30.00 to record regardless of the number of pages with the exception of Wayne County, where the cost is $15 for the first page, $3 for each additional page until further notice.

AGREEMENT FOR
CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes
pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created on _____, 20___, by and between

_____ (name) married/single individual[s] (*circle one*), or corporation, partnership, municipality, or limited liability company (*circle one*), whose address

is_____ (Grantor) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 3rd Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in (*circle one*) the Township/City of

_____, _____ County, and State of Michigan, legally described in Exhibit A.

The EGLE is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee _____ (*insert name and address of Permittee if other than Grantor)* has applied for a Permit (EGLE File Number ___-___-____-P), pursuant to Part 303, to authorize activities that will impact regulated wetland. The EGLE evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

As a condition of the above-referenced permit, Grantor (*on behalf of Permittee, if applicable*) has agreed to grant the EGLE a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately _____acre(s). A survey map depicting the Easement Premises is attached as Exhibit C. The EGLE shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor hereby conveys unto the Grantee, forever and in perpetuity, this Conservation Easement as set forth in this Agreement pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises, consistent with the Permit, and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under EGLE Permit Number _____-_____-_____-P, issued on ____/____/20___ or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to:

   a) Alteration of the surface topography;
   b) Creation of paths, trails, or roads;
   c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
   d) Dredging, removal or excavation of any soil or minerals;
   e) Drainage of surface or groundwater;
   f) Construction or placement of any structure;
   g) Plowing, tilling, mowing or cultivating the soils or vegetation;
   h) Alteration or removal of vegetation, including the planting of non-native species;
   i) Ranching, grazing, farming;
   j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an EGLE-approved Management Plan;
   k) Construction of unauthorized utility or petroleum lines;
   l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris, such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside the Easement Premises;
   m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
   n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
   o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the easement premises at a volume that adversely impacts the hydrology of the wetland;
   p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.

3. Cutting down, burning, destroying, or otherwise altering or removing trees, tree limbs, shrubs or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety, to reduce a threat of infestation posed by diseased vegetation, invasive non-native plant species that endanger the health of native species or as otherwise provided in the EGLE-approved Management Plan for the Easement Premises.

4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movement.

5. Grantor, Permittee or its authorized agents or representatives may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee of undertaking any mitigation activity, even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.

6. Grantor covenants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.

7. Grantor covenants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the EGLE.

8. Grantor covenants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of or deposited in or on the property.

9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.

10. Grantor shall continue to be responsible for the upkeep and maintenance of the Easement Premises to the extent it may be required by law.

11. Grantee and its authorized employees and agents, as shown in Exhibit D, may enter the Easement Premises at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purpose of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.

12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity, unless modified or terminated by written agreement of the parties.

13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.

14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the owner of the land, in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140 *et seq,* as amended.

15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.

17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.

18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.

19. This Agreement will be construed in accordance with Michigan law. All legal action related to this conservation easement must be filed and pursued in Michigan state courts.

20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

21. Within 90 days after this Agreement is executed, Grantor shall place and maintain, at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the Permit.

22. The terms 'Grantor' and 'Grantee' wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

LIST OF ATTACHED EXHIBITS

Exhibit A: A legal description of the Grantor's property, inclusive of the Easement Premises.

Exhibit B: A legal description of the Easement Premises.

Exhibit C: A survey map depicting the Easement Premises that also includes identifiable landmarks, such as nearby roads, to clearly identify the easement site.

Exhibit D: A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that EGLE staff will use for ingress and egress to and from the Easement Premises or, if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes EGLE staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

Exhibit E: *If applicable*, a stewardship and/ or long-term management plan that that includes baseline documentation and any vegetation and/or site management plans.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory covenants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: _____

_____
Type/Print Grantor's Name exactly as signed

_____
Title (if signing on behalf of an organization

_____
Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }
} ss
COUNTY OF _____}

IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

by _____, (name[s]) the _____, (title)

of _____, (Organization name) a _____, (state) corporation, partnership, municipality, or limited liability company (circle one), on behalf of the organization.

_____
(Signature of Notary Public)

_____
(Typed or Printed name of Notary Public)

My commission is in: _____ County, Michigan

Acting in: _____ County, Michigan

My Commission Expires: _____

(OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__

by _____, (name[s]) _____ (marital status).

_____
(Signature of Notary Public)

_____
(Typed or Printed name of Notary Public)

My commission is in: _____ County, Michigan

Acting in: _____ County, Michigan

My Commission Expires: _____

GRANTEE:

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION

_____
Teresa Seidel, Division Director

STATE OF MICHIGAN}
} ss
COUNTY OF INGHAM}

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Teresa Seidel, Division Director, Water Resources Division, State of Michigan, on behalf of the Michigan Department of Environment, Great Lakes, and Energy.

_____
(Signature of Notary Public)

_____
(Typed or Printed name of Notary Public)

Acting in: Ingham County, Michigan

My Commission is in _____ County, Michigan

My Commission Expires: _____

Form Drafted By:

The Honorable Dana Nessel,
Attorney General
Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

AFTER RECORDING, RETURN TO:
Michigan Department of Environment, Great Lakes, and **Energy**
Water Resources Division
Constitution Hall, 3rd Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

9. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE THE PURCHASE AND INSTALLATION OF SPLASH PAD FEATURES AT JACK E. KIRKSEY RECREATION CENTER THROUGH THE SOURCEWELL PURCHASING PROGRAM: Department of Parks and Recreation, re: to replace existing features, from budgeted funds.

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

   Councilmember Bahr asked if the splash pad gets a lot of use.

   Mr. Davis indicated it does and it would probably get more use if it were updated.

   Councilmember Morgan offered an approving motion for the Consent agenda.

   DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

9.

Parks and Recreation
October 5, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE THE PURCHASE AND INSTALLATION OF SPLASH PAD FEATURES AT JACK E. KIRKSEY RECREATION CENTER THROUGH THE SOURCEWELL PURCHASING PROGRAM: Department of Parks and Recreation, re: to replace existing features, from budgeted funds.

BACKGROUND DETAILS

The Department of Parks and Recreation is undertaking a project to renovate the Splash Pad at the Kirksey Recreation Center. The current equipment is 21 years old and has reached the end of its lifespan. Many of the spray features are not working, and unable to be repaired. There are few options for interactive play and little variety in features.

The selected features for the new Splash Pad area include a dumping bucket, interactive spray features and ground sprays. During the initial build, we will add plumbing options to upgrade sprays and change features as our budget allows in the future. This flexibility will keep the Splash Pad interesting and fun for years to come. New mechanical equipment will be located closer to the Splash Pad to allow for safe and easier operation.

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

We request that City Council waive the formal bidding process in accordance with the provisions set forth in Section 3.04.140.D.4 of the Livonia Code of Ordinances, as amended, in as much as the same is based upon the Sourcewell pricing and no advantage to the City would result from competitive bidding.

The use of Sourcewell allows government agencies to receive discounted pricing through their membership. This program does meet our Finance ordinance requiring competitive bidding using City of Livonia Sourcewell member ID# 58814. The equipment Waterplay, uses Sourcewell Contract # 010521-WTR. Attached for your review are the quotations for proposed features and installation.

We request that City Council authorize the Mayor and City Clerk to execute a contract in the amount of $500,000 with Great Lakes Recreation Co, 39 Veterans Drive, Suite 310, Holland, MI 49423.

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

Waterplay Equipment

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

$500,000 price includes equipment purchase, demolition and installation

DETAILED WORK BEING PERFORMED

Demolition and installation of water features

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

Budgeted funds are available in account number 208-755-987-000, for fiscal years 2023 and 2024.

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): Using Sourcewell cooperative purchasing, no advantage would result from competitive bidding.

ATTACHMENTS

1. 2024 Splashpad Installation quote
2. 2024 Splashpad

APPROVED BY

Ted Davis, CPRP, Superintendent of Parks and Recreation — Date: October 05, 2023

Michael Slater, Finance Director — Date: October 05, 2023

Paul Bernier, City Attorney — Date: October 05, 2023

Date: October 06, 2023

Maureen Miller Brosnan, Mayor

Great Lakes Recreation Co.

39 Veterans Drive, Suite 310
Holland, MI 49423 US
(616) 499-7400
accounting@glrec.com

Estimate

ADDRESS
City of Livonia
15100 Hubbard St
Livonia, MI 48154

SHIP TO
Jack E. Kirksey Livonia Community Recreation Center

ESTIMATE	3487
DATE	08/04/2023
EXPIRATION DATE	01/31/2024

REP NAME
Jonathan Slenk

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Other	Jack Kirksey Splash Pad Project - Installation			
Installation	Installation of recirculation Splash Pad per plan turnkey to include footer, all piping, bonding, granular base, concrete, rebar, wire mesh in in deck around splash pad, Set tank, set manifold cabinet, and commission start up	1	231,500.00	231,500.00

SUBTOTAL	231,500.00
TAX	0.00
TOTAL	**$231,500.00**

Accepted By

Accepted Date

Great Lakes Recreation Co.
39 Veterans Drive, Suite 310
Holland, MI 49423 US
(616) 499-7400
accounting@glrec.com

Estimate

ADDRESS
City of Livonia
15100 Hubbard St
Livonia, MI 48154

SHIP TO
Jack E. Kirksey Livonia Community Recreation Center

ESTIMATE 3451
DATE 07/27/2023
EXPIRATION DATE 10/20/2023

REP NAME
Jonathan Slenk

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Other	Jack Kirksey Splash Pad Project		0.00	0.00
Equipment- Waterplay	FS Waterfall	1	8,400.00	8,400.00
Equipment- Waterplay	FS Sling Soaker	2	17,000.00	34,000.00
Equipment- Waterplay	FS Water Weaver	1	3,040.00	3,040.00
Equipment- Waterplay	FS Splash Blaster	2	3,620.00	7,240.00
Equipment- Waterplay	FS Spiral Tunnel (4 Pc)	1	10,785.00	10,785.00
Equipment- Waterplay	FS Water Weaver 3	1	5,560.00	5,560.00
Equipment- Waterplay	FS Water Weaver 2	1	2,500.00	2,500.00
Equipment- Waterplay	GS Tulip	3	800.00	2,400.00
Equipment- Waterplay	GS Steady Stream	2	800.00	1,600.00
Equipment- Waterplay	playPHASE Base	17	615.00	10,455.00
Equipment- Waterplay	GS Solo Spurt	2	800.00	1,600.00
Equipment- Waterplay	playPHASE Base XL	2	1,000.00	2,000.00
Equipment- Waterplay	GS playPHASE Ground Spray 0010-7483 GS Starlet Spray	2	550.00	1,100.00
Equipment- Waterplay	GS Split Spurt	2	785.00	1,570.00
Equipment- Waterplay	Activator Power Post	1	2,540.00	2,540.00
Equipment- Waterplay	Jig Emb Install 63.75 CC	4	115.00	460.00
Equipment- Waterplay	Drain 12in square 6in Outlet Grey	3	375.00	1,125.00
Equipment- Waterplay	Manifold 18V 4 Header 6 Port	1	12,390.00	12,390.00
Equipment- Waterplay	UV150 Low Pressure	1	15,510.00	15,510.00
Equipment- Waterplay	WTS150 | 1PHASE | HAYWARD HCC2000	1	56,790.00	56,790.00

Equipment- Waterplay	Holding Tank 2000 USG Single Loop	1	34,570.00	34,570.00
Equipment- Waterplay	Hatch Pedestrian Rated AL 36x36 w/ Rec Lock Clip	1	1,915.00	1,915.00
Freight	Freight USA Main: Features	1	9,000.00	9,000.00
Freight	Freight USA Pre-Ship: Embeds	1	1,950.00	1,950.00
Removal	Demo of existing splash pad remove and reinstall chain link fence where necessary	1	40,000.00	40,000.00

SUBTOTAL	268,500.00
TAX	0.00
TOTAL	**$268,500.00**

Accepted By

Accepted Date

SOURCEWELL PURCHASING

Sourcewell
Awarded Contract
Contract # 010521-WTR

SOURCEWELL & WATERPLAY

Waterplay® has been awarded a four-year national cooperative purchasing contract with Sourcewell (formerly NJPA). The contract with Sourcewell allows public purchasing agents throughout the United States and Canada to save time and money by fulfilling their own bidding process when purchasing Waterplay products through the Sourcewell contract.

WHAT IS SOURCEWELL?

Sourcewell has the legal authority to source and qualify vendors, satisfying the bidding process. This allows purchasing agents to procure from ready-to-use, competitively solicited contracts, including Waterplay, more quickly and easily at the best price possible using Sourcewell's large purchasing power. Sourcewell participation is free and available to all education and government entities, as well as non-public schools and non-profit organizations.

Additional contract information can be found here.

WATERPLAY AND SOURCEWELL FOR AN OUTSTANDING CUSTOMER EXPERIENCE.

COMPLIANT

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REJECT ACCEPT

CONVENIENT

- Easily meet bid requirements with Sourcewell documents and processes.

Learn more about Sourcewell

NEED HELP WITH YOUR PROJECT?

Work with us! Let our highly skilled team of aquatic play experts seamlessly guide you through the process of planning, designing and installing your very own community splash pad or spray park. We're here to help you every step of the way - let's get started on your project!

CONTACT OUR SUPPORT TEAM TODAY!

OTHER SECTIONS

PLANNING

How to Plan A Splash Pad
Future Proof a Splash Pad
Purchasing Cooperatives
Installation and Support
Grants Initiatives & Fundraising

LET'S WORK TOGETHER

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BE SOCIAL WITH US:

ABOUT
THE WATERPLAY DIFFERENCE
PLANNING
FEATURED PROJECTS
DIGITAL BROCHURES
NEWS
BECOME A DEALER
JOBS
PRIVACY TERMS
RESOURCE CENTRE
BLOG

SOLUTIONS

WATERPLAY TECHNOLOGIES
AQUATIC PLAY COLLECTIONS
MINI COLLECTIONS
PLAY PALS
ACTIVITY TOWERS
GROUND SPRAYS / PLAYABLE FOUNTAINS
URBAN FEATURES
AQUATIC FACILITY FEATURES
WATER MANAGEMENT
PARK ESSENTIALS

CONTACT

Toll free 1 (888) 890.MAKR (6257)
Intl +1 (250) 712.3393
AUSTRALIA 1 (800) 180.955

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14001: 2015
ENVIRONMENTAL
MGMT SYSTEM
CERTIFIED

ISO
9001: 2015
QUALITY
MGMT SYSTEM
CERTIFIED

Sourcewell

Waterplay #010521-WTR

Pricing for contract #010521-WTR is provided at 11% off MSRP to Sourcewell participating agencies. Waterplay will offer a 12% discount on all Waterplay manufactured products orders over $100,000 in equipment.

Livonia
WATERPLAY
BY MAKR
Livonia MI Splash Pad revison 2
Copyright 2022 Waterplay Solutions Corp. Artist's visual interpertation of the project. Cannot be considered factual representation of the final product.

WATERPLAY
BY MAKER
Livonia MI Splash Pad revison 2
Copyright 2022 Waterplay Solutions Corp. Artist's visual interpertation of the project. Cannot be considered factual representation of the final product.

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Copyright 2022 Waterplay Solutions Corp. Artist's visual interpertation of the project. Cannot be considered factual representation of the final product.

WATERPLAY
BY MAKER
Livonia MI Splash Pad revison 2
Copyright 2022 Waterplay Solutions Corp. Artist's visual interpertction of the project. Cannot be considered factual representation of the final product.

WATERPLAY
BY MAR
Livonia MI Splash Pad revison 2
Copyright 2022 Waterplay Solutions Corp. Artist's visual interpertction of the project. Cannot be considered factual representation of the final product.

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

10. REQUEST TO EXTEND CONTRACT WITH ERG ENVIRONMENTAL SERVICES: Department of Public Works, re: for Household Hazardous Waste Drop-off for a four-year extension, from the Municipal Refuse Fund. (CR 361-19)

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

    Councilmember Bahr verified that the per drop fee is in addition to the $5 copay from the resident. He asked if the contract amounts per year are actual or estimated.

    Mr. Moore said they are estimated but our maximum is $182,000 and if that is reached the program will be shut down.

    Councilmember Bahr said 5% increase a year for the past four years and four years into the future seems high and strikes him as unreasonable. He asked if they were the only bidder and if he had any idea what the demand for this service will be in the winter months.

    Mr. Moore indicated ERG will have labor costs, costs to get rid of material and they were the only bidder. He doesn't know what the winter demand will be as it typically starts in March but drops off as the season progresses.

    Councilmember Bahr asked Mr. Moore if he expects to see additional demand. He also asked if it would make more sense to do this year-round for a year or two and reassess the program.

    Mr. Moore said it would be at Council's discretion as DPW asked ERG for bid pricing for the next four years.

    President Jolly said he took items from his garage and some of his neighbors, and it cost him about $200.00. He indicated it is not well detailed on the city website as to weight limits and other applicable limitations.

    Mr. Moore indicated the city pays for the first 100 pounds and it is seventy-five cents a pound cost to the resident after that. Residents can be notified by social media as

well as the city website of the charges and limitations. He asked how we can get this information out to the residents.

Councilmember Bahr offered an approving motion for a four-year term with only two years of year-round service.

DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
October 4, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Jill Russell, Secretary III,

AGENDA ITEM

REQUEST TO EXTEND CONTRACT WITH ERG ENVIRONMENTAL SERVICES: Department of Public Works, re: for Household Hazardous Waste Drop-off for a four-year extension, from the Municipal Refuse Fund.(CR 361-19)

BACKGROUND DETAILS

Prior to 2019, the City of Livonia held it's annual Household Hazardous Waste drop-off day every year at Ford Field. During the 2019 re-bid process, Environmental Recycling Group (ERG), who was the sole bidder, provided the option of allowing our residents to drop-off their waste at the ERG facility on Merriman Road all year long. This plan would negate the need to take over Ford Field, interrupting any previously scheduled events, and provide our residents with an opportunity to dispose of their waste at their convenience. The response from our residents was astounding. The number of drop-offs exceeded our expectations and budget, requiring additional funding the first two years. The last two years have leveled off as residents have already cleaned out their basements and garages when they realized they didn't have to wait in a line for hours and could do this at their convenience. Our solid-waste vendor , GFL, has also noticed a marked decline in the amount of "hazardous" waste residents are putting out with their trash.

ERG has provided the City with a proposal to extend their contract for an additional 4 years (2024-2027). While their "per drop" cost will rise approximately 5% per year, the rest of the contract remains the same, including the $5 per 100 pounds co-pay residents are required to pay at drop-off. As the numbers show, our residents are happy with this service and the convenience of it. The department would like to extend the program to year-round. Currently, the program runs from March 1st - September 30th. There have been requests to have a year-round program from residents. The Department of Public Works is recommending we accept ERG's offer to extend the contract at the quoted pricing.

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

The Department of Public Works requests that Council approve a four-year extension of the contract with Environmental Recycling Group (ERG), 13040 Merriman Road, Livonia, MI 48150 (Vendor #48690) for the following years and "per-drop" prices:
2024 = $59.50
2025 = $62.50
2026 = $65.75
2027 = $69.00

Budgeting for this program is provided through the Municipal Refuse Fund (Account #205-527-818-035) and derived from the dedicated recycling millage with no general fund expense resulting from this program. We have added an additional $193,957.00 to have this program run all year instead of Spring-Fall only.

Year	As Quoted	Upgrading to Year-Round Service
2024	$137,000.00	$182,000.00
2025	$144,000.00	$191,250.00
2026	$151,000.00	$200,613.00
2027	$159,000.00	$211,094.00
	$591,000.00	**$784,957.00**

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

Residential drop-off of household hazardous and electronic waste at Vendors facility.

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

Four (4) year contract
2024 = $182,000.00
2025 = $191,250.00
2026 = $200,613.00
2027 = $211,094.00
$784,957.00

DETAILED WORK BEING PERFORMED

Collection of hazardous and electronic waste from residents in a drive-through setting. Disposal of said waste according to State and Federal regulations

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

Four (4) year contract
2024 = $182,000.00
2025 = $191,250.00
2026 = $200,613.00
2027 = $211,094.00
$784,957.00

Budgeting for this program is provided through the Municipal Refuse Fund (Account #205-527-818-035) and derived from the dedicated recycling millage with no general fund expense resulting from this program.

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

Extension of previous bid and award where the vendor was the sole bidder.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Waive the formal bidding process in accordance with Section 3.04.140.E.3 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

ATTACHMENTS

1. ERG History 2020-2023
2. City of Livonia - HHW - Contract Options Years 2024 to 2027
3. S030314 ERG CR 361-19

APPROVED BY

Douglas L. Moore, MSA, Assistant Director of Public Works — Date: October 04, 2023

Don Rohraff, Director of Public Works — Date: October 05, 2023

Michael Slater, Finance Director — Date: October 06, 2023

Maureen Miller Brosnan, Mayor — Date: October 06, 2023

ERG HHHW HISTORY

Budget	361-19	$ 125,000.00			$ 125,000.00			$ 125,000.00			$ 125,000.00
Resolution	267-20	$ 80,000.00									
Resolution	313-21				$ 30,000.00						
TOTAL BUDGET		**$ 205,000.00**			**$ 155,000.00**			**$ 125,000.00**			**$ 125,000.00**
Spent		$ 207,801.25			$ 166,590.00			$ 149,490.94			$ 120,778.11
Resident CoPay $5		$ 21,940.00			$ 16,912.69			$ 14,443.57			$ 11,183.16
Under/(Over)		**$ 19,138.75**			**$ 5,322.69**			**$ (10,047.37)**			**$ 15,405.05**

	2020		2021		2022		2023	
Per drop	**# Drops**	**$ 47.00**	**# Drops**	**$ 49.25**	**# Drops**	**$ 51.75**	**# Drops**	**$ 54.00**
January			22	$ 1,069.50	0		6	$ 327.33
February	290	$ 13,630.00	0		0		0	
March	228	$ 1,565.25	404	$ 19,912.50	0		0	
April	176	$ 10,716.00	403	$ 19,868.25	304	$ 15,754.75	334	$ 18,047.13
May	264	$ 20,680.00	410	$ 20,178.00	317	$ 16,409.25	321	$ 17,347.96
June	770	$ 36,190.00	12	$ 600.75	13	$ 648.00	6	$ 320.76
July	658	$ 30,926.00	518	$ 25,532.25	363	$ 18,793.50	376	$ 20,308.54
August	606	$ 28,482.00	446	$ 21,948.00	439	$ 22,696.19	418	$ 22,564.80
September	1396	$ 65,612.00	458	$ 22,567.50	387	$ 20,034.53	382	$ 20,618.13
October			709	$ 34,913.25	428	$ 22,151.09	393	$ 21,243.46
November					638	$ 33,003.63	0	
December								
TOTALS	**4,388**	**$ 207,801.25**	**3,383**	**$ 166,590.00**	**2,889**	**$ 149,490.94**	**2,237**	**$ 120,778.11**
			-23%		-15%		-23%	
Drop Cost History				5%		5%		4%

ERG ENVIRONMENTAL SERVICES
13040 Merriman Road • Livonia, Michigan 48150
734.437.9650 • FAX 734.437.9651 • ERGenvironmental.com

August 9, 2023

Mr. Douglas L. Moore
Assistant Director of Public Works
City of Livonia | Department of Public Works
12973 Farmington Road
Livonia, Michigan 48150

RE: COST PROPOSAL – HOUSEHOLD HAZARDOUS WASTE (HHW) SERVICES CY 2024 to 2027

Dear Doug,

Pursuant to the contract between ERG Environmental Services (ERG) and the City of Livonia (Livonia) from CY 2019 – 2023, which allows Livonia residents to drop off household hazardous waste (HHW) at our Livonia office, please allow this letter to serve as a Cost Proposal to extend said contract to cover the period of CY 2024 – 2027.

HHW DROP-OFF PROGRAM SUMMARY

- Livonia residents can drop off HHW at ERG's facility in Livonia during the timeframe approved by Livonia, which currently is from March 1 through September 29 of each year, which can be extended to year-round, pending mutual agreement of Livonia and ERG.
- Waste drop-off hours are 9:00 am – 5:00 pm, Monday through Friday, not including the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day (and the Friday after Thanksgiving), Christmas Eve and Christmas Day.
- Livonia residents are responsible for a **$5.00 co-pay** at the time of drop-off for a yearly maximum of 100 pounds of HHW and **$0.75 per pound** thereafter (beyond the first 100 lbs), payable at the time of drop-off to ERG.
- ERG will continue to collect this copay on behalf of Livonia (or any increased copay thereof) and will deduct said copay from the per-car rates provided herein when invoicing Livonia for that month's work. ERG will continue to submit copies of the residential sign-in pages, showing the resident's name, address, and signature, with our monthly invoices.

COST PROPOSAL – HHW SERVICES (2024 – 2027)

Year	Cost Per Drop-Off	Combined HHW / Ewaste Limit Per Drop-Off
2024	**$ 59.50**	100 Pounds
2025	**$ 62.50**	100 Pounds
2026	**$ 65.75**	100 Pounds
2027	**$ 69.00**	100 Pounds

All other terms and conditions of ERG's existing contract with Livonia will be unchanged by this Cost Proposal and are incorporated herein by reference.

ERG thanks the City of Livonia for the opportunity to present this proposal for consideration.

Please do not hesitate to contact me if you have any questions and/or require additional information to make your decision.

Sincerely,

ERG Environmental Services

Edward Dawkins
Vice-President
734.564.3701 cell
edawkins@ERGenvironmental.com

#361-19 RESOLVED, that having considered a communication from the Director of Public Works and the Assistant Director of Public Service, dated October 8, 2019, which bears the signature of the Director of Finance and is approved for submission by the Mayor, regarding the City's Household Hazardous Waste and Electronic Waste Drop-Off Program for service years 2020 through 2023, the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute a contract, subject to approval as to form and substance by the Department of Law, with Environmental Recycling Group (ERG), 13040 Merriman Road, Suite 200, Livonia, MI 48150, to provide services for the 2020 through 2023 Household Hazardous Waste and E-Waste Drop-Off Program, at their location, with an option for the City to terminate the agreement after each year, in a total amount not to exceed $110,000.00 per year, the same having been the only bid received and meets all specifications; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed $110,000.00 per year, based on the following pricing:

Year	Cost Per 100 pounds/waste
2020	$47.00
2021	$49.25
2022	$51.75
2023	$54.00

from funds already budgeted in Account No. 205-527-818-035 (Municipal Refuse Fund) for this purpose.

CONSENT AGENDA ITEMS (Regular Meeting of November 6, 2019)

Motion by: ***Jolly***
Seconded by: ***McIntyre***
ROLL CALL:
Ayes: **Meakin, McIntyre, Jolly Kritzman and Toy**
Nays: ***None***
Absent: ***Bahr, White***

CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

11. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from The Salvation Army, in conjunction with the construction of a storm drain system that provides adequate drainage for the newly renovated Salvation Army located at 33600 Plymouth Road, in the Southeast 1/4 of Section 28.

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

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

    DIRECTION: APPROVAL CONSENT

LETTER TO THE LIVONIA CITY COUNCIL

11.

Engineering
September 26, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from The Salvation Army, in conjunction with the construction of a storm drain system that provides adequate drainage for the newly renovated Salvation Army located at 33600 Plymouth Road, in the Southeast 1/4 of Section 28.

BACKGROUND DETAILS

In conjunction with the renovation of the property located north of Plymouth Road, west of Farmington Road, the City of Livonia required the proprietor to construct a storm drainage system to provide adequate drainage for the site at their own expense. In reference to this storm sewer system, the office has received the attached storm water maintenance agreement from the owner, The Salvation Army, 5550 Prairie Stone Parkway, Hoffman Estates, IL 60192, requiring them to reimburse the City for any such maintenance that may become necessary.

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

- Accept the Storm Water Management System (SWMS) for the Salvation Army Renovation located north of Plymouth Road, west of Farmington Road in the S.E. ¼ of Section 28.

- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

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

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

- Accept the Storm Water Management System (SWMS) for the Salvation Army Renovation located north of Plymouth Road, west of Farmington Road in the S.E. ¼ of Section 28.

- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance

Agreement on behalf of the City.

ATTACHMENTS

1. Exhibits A & B
2. Wayne County Storm Water Maintenance Agreement, M-53472, received 3.3.23

APPROVED BY

Todd J. Zilincik

Date: September 26, 2023

Todd Zilincik, P.E., City Engineer

Date: September 26, 2023

Don Rohraff, Director of Public Works

Date: September 26, 2023

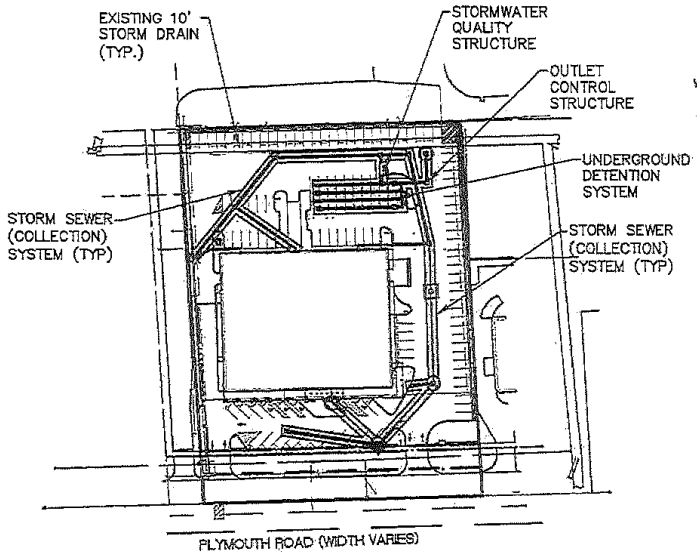
Paul Bernier, City Attorney

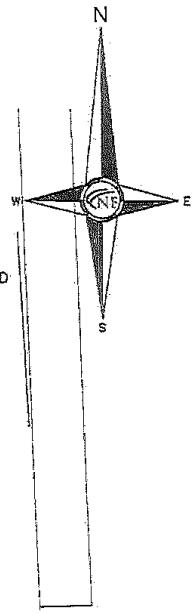
Date: September 29, 2023

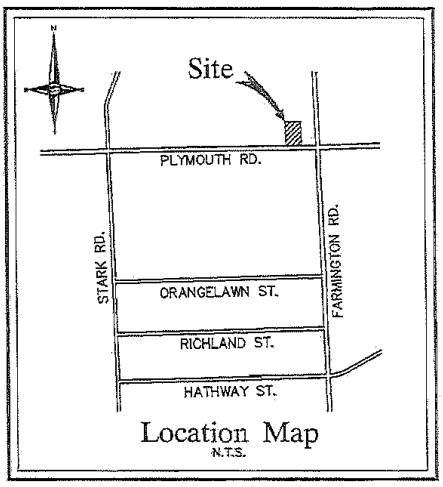
Maureen Miller Brosnan, Mayor

Exhibit A

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM







LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF LIVONIA, COUNTY OF WAYNE, STATE OF MICHIGAN DESCRIBED AS:

PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 28, SAID POINT BEING NORTH 89 DEGREES 17 MINUTES 20 SECONDS WEST 337.02 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWN 1 SOUTH, RANGE 9 EAST; THENCE NORTH 00 DEGREES 44 MINUTES 50 SECONDS WEST 433.14 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 20 SECONDS WEST 323.72 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 20 SECONDS EAST 433.19 FEET; THENCE ALONG THE SOUTH LINE OF SECTION 28, SOUTH 89 DEGREES 17 MINUTES 20 SECONDS EAST 321.89 FEET TO THE POINT OF BEGINNING.

ADDRESS: 33600 PLYMOUTH ROAD, LIVONIA, MI 48150-1561

CONTAINING 139,775 SQUARE FEET OR 3.21 ACRES
129,150 SQUARE FEET OR 2.96 ACRES (CALCULATED TO STATUTORY 33' R.O.W. LINE)

TAX ID NUMBER: 46-112-99-0034-000

LEGEND

[ ]	CITY OF LIVONIA STORM MAINTENANCE RESPONSIBILITY
———	STORM SEWERS & STRUCTURES

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

APPLICANT:
LT-LIVONIA, LLC
DEVELOPMENT GROUP
6116 N. CENTRAL EXPRESSWAY
SUITE 617
DALLAS, TX 75206

ENGINEER:
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 160'	03-17-22	JEL	H090-02	1 of 1

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

Wayne County DPS Permit No.: M – 53472
Wayne County DPS Plan review No.: R19-792

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, manufactured treatment system, underground detention system, flow restrictor structure and outlet pipe that conveys flow from the underground detention system to an existing storm manhole within the site. For the purposes of this plan, this SWMS and all of its components as shown in Exhibit A is referred to as "**Salvation Army S.E. MI**".

B. Time Frame for Long-Term Maintenance Responsibility

Salvation Army S.E. MI is responsible for maintaining the **Salvation Army S.E. MI** including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Nolan Realty Investments SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The **City of Livonia** has assumed responsibility for long-term maintenance of **Salvation Army S.E. MI.** The resolution, by which The **City of Livonia** has assumed maintenance responsibility is attached to the permit as Exhibit C. **Salvation Army S.E. MI** through a maintenance agreement with the **City of Livonia**, has agreed to perform the maintenance activities required by this plan. The **City of Livonia** retains the right to enter the property and perform the necessary maintenance of the **Salvation Army S.E. MI** if **Salvation Army S.E. MI** fails to perform the required maintenance activities.

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

D. Long-Term Maintenance Plan and Schedule

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

TABLE 1
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Pavement Areas	Underground Detention System			FREQUENCY
Monitoring/Inspection							
Inspect for Sediment Accumulation/Clogging	X	X	X	X			Annually
Inspect For Floatables, Dead Vegetation & Debris	X	X	X	X			Annually & After Major Events
Inspect For Erosion And Integrity of System	X		X	X			Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans	X	X	X	X			Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X			Annually
Preventative Maintenance							
Remove Accumulated sediments	X	X	X	X			As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris	X		X	X			As Needed
Sweeping of Paved Surfaces			X				As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion	X		X				As Needed
Replace Dead Plantings & Reseed Bare Areas	X						As needed
Structural Repairs	X	X	X	X			As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X			As Needed

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROJECT:	PROPERTY OWNER:	ENGINEER:	DATE: 8 / 7 / 2019
Salvation Army Renovation 33600 Plymouth Road Livonia, MI 48150	Salvation Army S.E. MI 1627 W. Fort Street Detroit, MI 48216 Contact: Natalya Khasina (313)965-7760	Nowak & Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342-5032 Phone: (248) 332-7931 Fax: (248) 332-8257	REV: 12 / 6 / 2021 SHEEET 1 OF 1

Warren C. Evans
Wayne County Executive

March 01, 2023

Mr. Todd Zilincik, P.E.
City of Livonia - Engineering
12973 Farmington Road
Livonia, MI 48150

RE: Maintenance of Storm Water Management
Maintenance Permit for Salvation Army Renovation

Dear Mr. Zilincik:

Enclosed are the Storm Water Maintenance Permit **M-53472** and Exhibits A & B.

Please sign and date the enclosed maintenance permit and request Council to pass a Resolution as required by the Wayne County Storm Water Ordinance.

http://www.waynecounty.com/doe_wqm_res_stormwm_standards.htm

Please return complete packet to Wayne County Permit Office. An executed copy of this permit with exhibits will be returned to your attention.

Sincerely,

Bassma Gawil

Bassma Gawil
Plan Review Engineer

DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION/ PERMIT OFFICE
33809 MICHIGAN AVENUE, WAYNE, MI 48184 ■ PHONE (734) 858-2774 ■ FAX (734) 595-6356

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, Mi 48184, PHONE (734) 595-6504 FAX (734) 595-6356		PERMIT No. **M-53472**	
72 HOURS BEFORE ANY CONSTRUCTION. CALL FOR INSPECTION	**WAYNE COUNTY** **DEPARTMENT OF PUBLIC SERVICES** ***PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN***	ISSUE DATE 3/1/2023	EXPIRES
		REVIEW No. R 19-792	WORK ORDER

PROJECT NAME

MAINTENANCE PERMIT FOR SALVATION ARMY RENOVATION

LOCATION

33600 PLYMOUTH RD (520 FEET WEST OF FARMINGTON RD)

CITY/TWP

LIVONIA

PERMIT HOLDER	CONTRACTOR
CITY OF LIVONIA 12973 FARMINGTON ROAD LIVONIA, MI 481504202	
CONTACT TODD ZILINCIK (734) 466-2571	CONTACT

DESCRIPTION OF PERMITTED ACTIVITY *(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)*

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE CITY OF LIVONIA SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE CITY OF LIVONIA SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE CITY OF LIVONIA SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY	REQUIRED ATTACHMENTS
Nowak & Fraus Engineers	EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Yousif, I.	*(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)*

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

PERMIT HOLDER NAME
PERMIT HOLDER / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

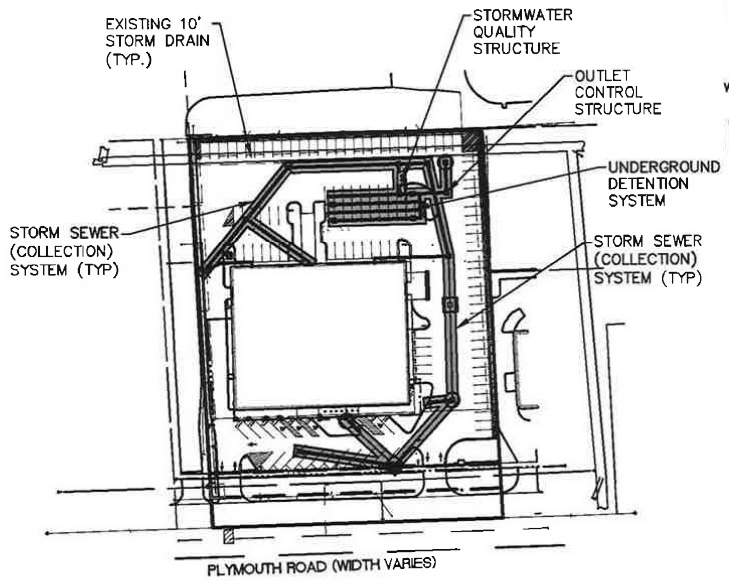
PREPARED BY

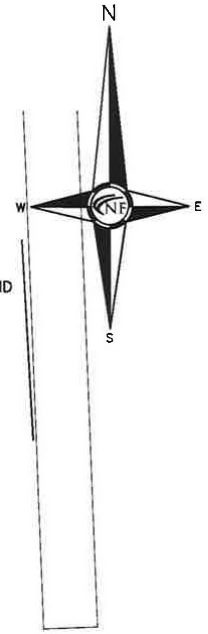
VALIDATED BY
PERMIT COORDINATOR

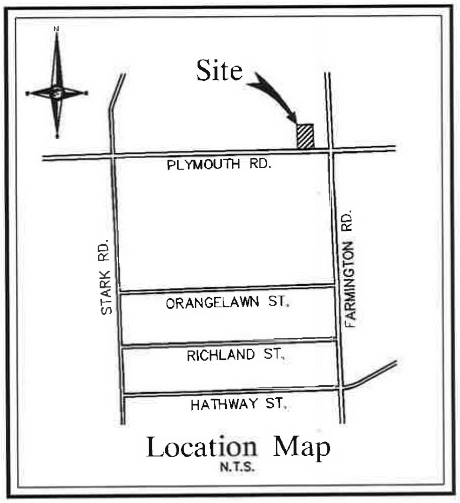
DATE

Exhibit A

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM







LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF LIVONIA, COUNTY OF WAYNE, STATE OF MICHIGAN DESCRIBED AS:

PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, BEING DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 28, SAID POINT BEING NORTH 89 DEGREES 17 MINUTES 20 SECONDS WEST 337.02 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWN 1 SOUTH, RANGE 9 EAST; THENCE NORTH 00 DEGREES 44 MINUTES 50 SECONDS WEST 433.14 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 20 SECONDS WEST 323.72 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 20 SECONDS EAST 433.19 FEET; THENCE ALONG THE SOUTH LINE OF SECTION 28, SOUTH 89 DEGREES 17 MINUTES 20 SECONDS EAST 321.89 FEET TO THE POINT OF BEGINNING.

ADDRESS: 33600 PLYMOUTH ROAD, LIVONIA, MI 48150–1561

CONTAINING 139,775 SQUARE FEET OR 3.21 ACRES
129,150 SQUARE FEET OR 2.96 ACRES (CALCULATED TO STATUTORY 33' R.O.W. LINE)

TAX ID NUMBER: 46–112–99–0034–000

LEGEND

CITY OF LIVONIA STORM MAINTENANCE RESPONSIBILITY

STORM SEWERS & STRUCTURES

NF ENGINEERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

APPLICANT:
LT-LIVONIA, LLC
DEVELOPMENT GROUP
6116 N. CENTRAL EXPRESSWAY
SUITE 617
DALLAS, TX 75206

ENGINEER:
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 160'	03-17-22	JEL	H090-02	1 of 1

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

Wayne County DPS Permit No.: M –
Wayne County DPS Plan review No.: R19-792

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, manufactured treatment system, underground detention system, flow restrictor structure and outlet pipe that conveys flow from the underground detention system to an existing storm manhole within the site. For the purposes of this plan, this SWMS and all of its components as shown in Exhibit A is referred to as "**Salvation Army S.E. MI**".

B. Time Frame for Long-Term Maintenance Responsibility

Salvation Army S.E. MI is responsible for maintaining the **Salvation Army S.E. MI** including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Nolan Realty Investments SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

The **City of Livonia** has assumed responsibility for long-term maintenance of **Salvation Army S.E. MI**. The resolution, by which The **City of Livonia** has assumed maintenance responsibility is attached to the permit as Exhibit C. **Salvation Army S.E. MI** through a maintenance agreement with the **City of Livonia**, has agreed to perform the maintenance activities required by this plan. The **City of Livonia** retains the right to enter the property and perform the necessary maintenance of the **Salvation Army S.E. MI** if **Salvation Army S.E. MI** fails to perform the required maintenance activities.

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

D. Long-Term Maintenance Plan and Schedule

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

TABLE 1
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Pavement Areas	Underground Detention System			FREQUENCY
Monitoring/Inspection								
Inspect for Sediment Accumulation/Clogging		X	X	X	X			Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X			Annually & After Major Events
Inspect For Erosion And Integrity of System		X		X	X			Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans		X	X	X	X			Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X			Annually
Preventative Maintenance								
Remove Accumulated sediments		X	X	X	X			As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris		X		X	X			As Needed
Sweeping of Paved Surfaces				X				As Needed
Remedial Actions								
Repair/Stabilize Areas of Erosion		X		X				As Needed
Replace Dead Plantings & Reseed Bare Areas		X						As needed
Structural Repairs		X	X	X	X			As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X			As Needed

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROJECT:	PROPERTY OWNER:	ENGINEER:	DATE: 8 / 7 / 2019
Salvation Army Renovation 33600 Plymouth Road Livonia, MI 48150	Salvation Army S.E. MI 1627 W. Fort Street Detroit, MI 48216 Contact: Natalya Khasina (313)965-7760	Nowak & Fraus Engineers 46777 Woodward Avenue Pontiac, MI 48342-5032 Phone: (248) 332-7931 Fax: (248) 332-8257	REV: 12 / 6 / 2021 SHEEET 1 OF 1

LETTER TO THE LIVONIA CITY COUNCIL

12.

Council Office
October 18, 2023

MEETING DATE	PREPARED BY
R110123	Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO RECEIVE A LETTER OF SUPPORT FROM CITY COUNCIL: Kyle Morton, Ashley Capital, re: in order to provide supportive documentation pertaining to establishing a conservation easement along the Bell Branch of the Rouge River following the proposed stream improvement project, and support for the acquisition of a portion of the MDOT right-of-way along I-275 that includes a portion of the proposed project.

BACKGROUND DETAILS

At the Regular meeting of October 16, 2023, a letter of support from Council was requested by Ashley Capital to assist in the acquisition of a small parcel owned by MDOT.

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

To approve letter as presented.

ATTACHMENTS

None

APPROVED BY

Date

RE: Restoration of the Bell Branch of the Rouge River at Bluegrass Park in Livonia, MI

To Whom It May Concern,

Ashley Capital has proposed restoring over ¼ mile of the Bell Branch within the City's Bluegrass Park located east of I-275. The project will address significant stream channel erosion that will improve water quality, habitat, aesthetics, and safety within this neighborhood park system. The Livonia City Council fully supports this effort as well as the long-term protection of the stream corridor with an EGLE conservation easement. In addition, and if necessary, the Council supports acquiring a portion of the I-275 right-of-way owned by MDOT that includes a portion of the steam to support the project. We look forward to the implementation of this project for the benefit of the stream and our City's residents. If you have any questions, please contact Ted Davis, Superintendent of Parks and Recreation, at (734) 466-2298.

Sincerely,

_____

From:	Kasprowicz, Sara
To:	Mark Quimby; Davis, Ted
Cc:	Rob Myllyoja; Kyle Morton; Cox, Ann
Subject:	RE: Letter of support
Date:	Monday, October 23, 2023 1:06:00 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png

---

Unfortunately, the approving resolution would not be provided until the minutes of the Nov. 1st meeting are done.
As this is on the same agenda for a separate vote, I will include your sample letter and see where it goes from there.

From: Mark Quimby <mquimby@ashleycapital.com>
Sent: Monday, October 23, 2023 1:03 PM
To: Davis, Ted <edavis@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>
Cc: Rob Myllyoja <rmyllyoja@ectinc.com>; Kyle Morton <kmorton@ashleycapital.com>; Cox, Ann <acox@livonia.gov>
Subject: RE: Letter of support

In situations like this, we have seen something like a resolution of support from council with a letter from the city executive branch signed by the mayor or city administrator.

Mark J. Quimby
Ashley Capital

2575 S. Haggerty Road
Suite 500
Canton, MI 48188

P: (734) 394-1900
E: mquimby@ashleycapital.com
F: (734) 394-1925
C: (734) 260-2756

From: Davis, Ted <edavis@livonia.gov>
Sent: Monday, October 23, 2023 1:02 PM
To: Kasprowicz, Sara <skasprowicz@livonia.gov>; Mark Quimby <mquimby@ashleycapital.com>
Cc: Rob Myllyoja <rmyllyoja@ectinc.com>; Kyle Morton <kmorton@ashleycapital.com>; Cox, Ann <acox@livonia.gov>
Subject: RE: Letter of support

As council (Jim Jolly) specifically asked for this to be placed on the next agenda, I'm unsure of what should happen. I do believe the sample letter would be sufficient.

From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Monday, October 23, 2023 1:00 PM
To: Mark Quimby <mquimby@ashleycapital.com>; Davis, Ted <edavis@livonia.gov>
Cc: Rob Myllyoja <rmyllyoja@ectinc.com>; Kyle Morton <kmorton@ashleycapital.com>; Cox, Ann <acox@livonia.gov>

Subject: RE: Letter of support

As I mentioned before, this is not a normal item to go on an agenda. The approving Council resolution would indicate their support, so a separate letter from Council is unusual.
In this case, I have no idea who would normally write or sign such letter. Ted, could you please offer insight?

From: Mark Quimby <mquimby@ashleycapital.com>
Sent: Monday, October 23, 2023 12:56 PM
To: Kasprowicz, Sara <skasprowicz@livonia.gov>; Davis, Ted <edavis@livonia.gov>; Cox, Ann <acox@livonia.gov>
Cc: Rob Myllyoja <rmyllyoja@ectinc.com>; Kyle Morton <kmorton@ashleycapital.com>
Subject: RE: Letter of support

Hi Sara.

I assumed the City would fill that out. We ghost-wrote it for you. I don't know if that comes from the Clerk, mayor, staff, council, etc.

Mark J. Quimby
Ashley Capital

2575 S. Haggerty Road
Suite 500
Canton, MI 48188

P: (734) 394-1900
E: mquimby@ashleycapital.com
F: (734) 394-1925
C: (734) 260-2756

From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Monday, October 23, 2023 12:43 PM
To: Mark Quimby <mquimby@ashleycapital.com>; Davis, Ted <edavis@livonia.gov>; Cox, Ann <acox@livonia.gov>
Cc: Rob Myllyoja <rmyllyoja@ectinc.com>; Kyle Morton <kmorton@ashleycapital.com>
Subject: RE: Letter of support

Thank you for taking care of this!
I can certainly date the letter to reflect Nov 1 (date of the meeting), but who is the letter coming from? The signor portion is blank.

From: Mark Quimby <mquimby@ashleycapital.com>
Sent: Monday, October 23, 2023 12:07 PM
To: Davis, Ted <edavis@livonia.gov>; Cox, Ann <acox@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>
Cc: Rob Myllyoja <rmyllyoja@ectinc.com>; Kyle Morton <kmorton@ashleycapital.com>
Subject: RE: Letter of support

Hello Sara.

I've attached drag language for a letter of support that highlights the two key elements we are looking for

council support at the moment:

1. Support of the conservation easement, and
2. Possible acquisition of a portion of the MDOT ROW that bumps out into the stream.

I've also made suggested edits to the agenda language to match. See below. Please let me know if you have any questions.

12. REQUEST TO RECEIVE A LETTER OF SUPPORT FROM CITY COUNCIL: Kyle Morton, Ashley Capital, re: in order to provide supportive documentation pertaining to establishing a conservation easement along the Bell Branch of the Rouge River following the proposed stream improvement project, and support for the acquisition of a portion of the MDOT right-of-way along I-275 that includes a portion of the proposed project.

Mark J. Quimby
Ashley Capital

2575 S. Haggerty Road
Suite 500
Canton, MI 48188

P: (734) 394-1900
E: mquimby@ashleycapital.com
F: (734) 394-1925
C: (734) 260-2756

From: Davis, Ted <edavis@livonia.gov>
Sent: Friday, October 20, 2023 12:19 PM
To: Rob Myllyoja <rmyllyoja@ectinc.com>
Cc: Cox, Ann <acox@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>
Subject: FW: Letter of support

Hi Rob,

Hoping you can help us with the letter that was requested from the City Council. We are looking at getting this today.

Thanks,
Ted

Ted Davis, CPRP
Superintendent of Parks and Recreation
City of Livonia | Parks and Recreation Department
(734) 466-2298
edavis@livonia.gov
www.livoniaparks.org

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From: Cox, Ann <acox@livonia.gov>
Sent: Friday, October 20, 2023 8:36 AM
To: Davis, Ted <edavis@livonia.gov>
Subject: FW: Letter of support

Ted,
Please see Sara's question below.

Ann Cox
Program Supervisor
City of Livonia | Parks and Recreation Department
(734) 466-2418
acox@livonia.gov

From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Thursday, October 19, 2023 3:55 PM
To: Cox, Ann <acox@livonia.gov>
Subject: FW: Letter of support

Hi Ann,
I sent the email below to Kyle but I'm not hearing back on the requested letter, do you have any contact with him?
I don't want to publish the agenda with the added language regarding the letter if I am way off from what he is asking.
In addition, I can't publish the packet w/o the letter. Tricky little item!!

Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov

From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Wednesday, October 18, 2023 4:28 PM
To: Kyle Morton <kmorton@ashleycapital.com>
Subject: Letter of support

Hi Kyle,
After speaking with our City Attorney, it was decided to create an item reflecting your request for a letter of support from City Council.
Please provide the letter for the Councilmembers to sign and I will take care of the rest.
The meeting to appear will be at 7p on November 1st, back here at City Hall.
The agenda is attached for reference, the letter of support item is #12. If the language is incorrect, please

let me know, this is an unusual request to have this type of item on an agenda!
Sara

Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov

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CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD OCTOBER 16, 2023

Meeting was called to order at 8:50 p.m. by Council President Jim Jolly. Present: Scott Morgan, Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Todd Zilincik, City Engineer; Jerome Hanna, Director of Inspection; Benjamin McDermott, Deputy Police Chief; Doug Moore, Assistant Director of Public Works; Ted Davis, Superintendent of Parks and Recreation; and Kristin Houchens, Interim Director of Community Resources and Communications.

Councilmember Morgan led the Pledge of Allegiance.

8. REQUEST FOR APPROVAL OF AGREEMENT FOR CONSERVATION EASEMENT: Department of Parks and Recreation, re: an EGLE Conservation Easement along the Bell Branch of the Rouge River within Blue Grass Park.

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

   Kyle Morton, Ashley Capital, explained they are looking to do stream mitigation on the Denmar Drain behind Hoover. This project will be fully paid for and is stream mitigation that would involve stabilizing excessive bank erosion, stream restoration, and native plantings at no cost to the city. The tradeoff here is they need a long-term conservation easement. EGLE wants to make sure once the money is spent that Livonia doesn't change its mind and decide to build a bridge and remove the work that's been done.

   Rob Myllyoja, ECT Ann Arbor, indicated they did a preliminary site assessment and identified it as a critical erosion site. There is about a quarter mile of stream here with severe bank erosion. The banks are vertical and six to twelve feet high. It’s a great opportunity to take a safety issue and turn that liability into an asset for the community. They need to restore the entire 1,450 feet of stream to get the number of credits needed for the site. It's a three or four to one ratio to achieve the credit required for the EGLE Stream Mitigation Program. The program is new, and it's only been in place for about two years. The EPA requires them to have a conservation easement in place, so they must have approval for it.

   Councilmember Donovic asked them to explain the access and thanked Ashley Capital for investing in this project.

   Mr. Myllyoja indicated there is an existing guard rail at the dead end of Hicks Road. It will be easy to get access to this existing turf grass area, come in alongside the tennis court through the open space, and then will come around the tree line through the existing curved grass at the far end. They expect to need some gravel and other natural types of material to do the construction. This will allow access to the wooded area along the stream court itself. There will be some grading and some tree removal required and they will be replacing anything removed with native vegetation.

Councilmember McIntyre asked them to leave the drawing or send one to Council. She would like to know more about how grants come about.

Councilmember Bahr and Councilmember McCullough thanked Ashley Capital.

Mr. Myllyoja indicated there will be an additional five years of monitoring and maintenance required on top of the construction, which will take place next summer, due to the fisheries windows.

Mr. Morton indicated here's a very small section of the stream, owned by MDOT. They may ask for a letter of support from the city so Ashley Capital can facilitate MDOT giving it to the City of Livonia.

President Jolly verified they could use the letter now.

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

President Jolly indicated they will put the letter request on the Regular agenda.

Councilmember Bahr offered an approving motion for grant on the Consent agenda.

DIRECTION:	APPROVAL	CONSENT REGULAR

LETTER TO THE LIVONIA CITY COUNCIL

13.

Engineering
October 5, 2023

MEETING DATE	PREPARED BY
S101623/R110123	Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Aletha B. Phipps Apartments, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for the newly constructed apartments located on the west side of Farmington Road, south of Five Mile Road, in the Northeast 1/4 of Section 21.

BACKGROUND DETAILS

In conjunction with the development of the property located on the west side of Farmington Road, south of Five Mile Road, the City of Livonia required the proprietor to construct a storm drainage system to provide adequate drainage for the site at their own expense. A representative of the City must also be designated to execute the County permit for this storm water system construction. In reference to this storm sewer system, the office has received the attached storm water maintenance agreement from the owner, Aletha B. Phipps Apartments, LLC, 3699 Vorhies Road, Ann Arbor, Michigan 48105, requiring them to reimburse the City for any such maintenance that may become necessary.

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

- Accept the Storm Water Management System (SWMS) for the Aletha B. Phipps Apartments, located on the west side of Farmington Road, south of Five Mile Road in the N.E. ¼ of Section 21.

- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

- Advise the Wayne County Department of Public Services (Permit Section) that the City of Livonia has approved the storm water collection system plans and further, that the City will accept jurisdiction and maintenance (at no cost to the County) of the storm water collection system within the Aletha B. Phipps Apartments, located on the west side of Farmington Road, south of Five Mile Road.

- Authorize the City Engineer to execute Wayne County Permit Number M-49757 on behalf of the City of Livonia in conjunction with the above storm water collection system.

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

- Accept the Storm Water Management System (SWMS) for the Aletha B. Phipps Apartments, located on the west side of Farmington Road, south of Five Mile Road in the N.E. ¼ of Section 21.

- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

- Advise the Wayne County Department of Public Services (Permit Section) that the City of Livonia has approved the storm water collection system plans and further, that the City will accept jurisdiction and maintenance (at no cost to the County) of the storm water collection system within the Aletha B. Phipps Apartments, located on the west side of Farmington Road, south of Five Mile Road.

- Authorize the City Engineer to execute Wayne County Permit Number M-49757 on behalf of the City of Livonia in conjunction with the above storm water collection system.

ATTACHMENTS

1. Signed Aletha B. Phipps Apartments Storm Water Agreement
2. Exhibit A for Aletha B. Phipps Apartments
3. Exhibit B for Aletha B. Phipps Apartments

APPROVED BY

Todd J. Zilincik

Todd Zilincik, P.E., City Engineer

Date: October 05, 2023

Don Rohraff, Director of Public Works

Date: October 05, 2023

Paul Bernier, City Attorney

Date: October 10, 2023

Maureen Miller Brosnan, Mayor

Date: October 12, 2023

STORM WATER FACILITIES MAINTENANCE AGREEMENT

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

Aletha B. Phipps Apartments, LLC

a Michigan limited liability company with principal offices located at 3699 Vorhies Road, Ann Arbor, Michigan 48105, hereafter "Proprietor".

RECITALS

1. The Proprietor is developing certain property located in the City of Livonia, Wayne County, Michigan, as Aletha B. Phipps Apartments ("Development"), 15125 Farmington Road, Livonia, Michigan 48154 and more particularly described in Exhibit "A" attached hereto.

2. The Proprietor must construct a storm drainage system to provide adequate drainage in the proposed Development.

3. Such storm drainage system will encompass or impact storm runoff from the Development.

4. The City has received permit no. M-49757 ("Permit") issued by the County of Wayne, Michigan, a public body corporate ("County") authorizing the construction, operations and maintenance of the storm drainage system which is located within the Development and/or the City of Livonia's, the Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference, as long as the City assumes jurisdiction for the operation and maintenance of the storm drainage system referred to in the Permit.

5. The Permit signed by the City will benefit the Proprietor and the proposed Development.

6. The City and Proprietor desire to transfer certain responsibilities of the City under the Wayne County Permit to the Proprietor and its successors and confirm the terms and conditions of such transfer of responsibility by this agreement between the City and Proprietor.

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

1. The Proprietor shall assume the obligations of the City under the Permit, as follows:

   a. The Proprietors agree they will maintain, at their own expense, the storm drainage system which is located within the Development and/or the City of Livonia's, Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, and on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference. The City may enter upon said premises for the purposes of maintaining said storm drainage system, if the Proprietor fails to do so. In which event the owners agree to pay the City all charges and expenses incurred thereon.

   b. In the event of any failure or settlement in the road right-of-way, resulting from the said storm drainage system, the City shall take immediate steps to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged. All expenses, including engineering will be remitted by the Proprietors to the City.

   c. If it is found necessary to adjust or relocate all or any portion of said storm drainage system within the road right-of-way, the City shall cause such adjustment or relocation to be accomplished, and all expenses, including engineering, will be remitted by the Proprietors to the City. Prior to any work being performed in a County road right-of-way, a separate permit shall be secured from the Wayne County Office of Public Services.

   d. To pay the City upon written request any costs and expenses apportioned to the City under the County Permit.

2. Notwithstanding the Proprietor's assumption of the liabilities of Paragraph 1 hereof, the City shall retain jurisdiction over the storm drainage system and its rights and remedies under the Permit and any applicable stature, ordinance, rule or regulation are hereby preserved. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in the City of Livonia's Storm Water Management and Long-Term Maintenance Plan as Exhibit "B" attached hereto and incorporated herein by reference.

3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and

attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.

4. In accordance with 1976 PA 453, the parties hereto covenant: (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.

5. That this Agreement shall be recorded at the Proprietor's expense with the Wayne County Register of Deeds.

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

Aletha B. Phipps Apartments, LLC
a Michigan limited liability company

By: _____
Brad Emmett
Its: Member/Owner

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 5 day of October, 2023, a Notary Public and for said County, appeared Brad Emmett to me being personally known, who being sworn, did for themself say that they are the Member/Owner of Aletha B. Phipps Apartments, LLC, the limited liability company named in and which executed the within instrument and, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

N. LANTTO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 10, 2025
ACTING IN COUNTY OF

N Lantto 10/5/23
Notary Public

Wayne County, Michigan
My Commission Expires On: 8/10/25

CITY OF LIVONIA
a municipal corporation

By:_____
Maureen Miller Brosnan

Its: Mayor

By:_____
Susan M. Nash

Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

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

_____
Notary Public

_____ County, Michigan
My Commission Expires On:

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

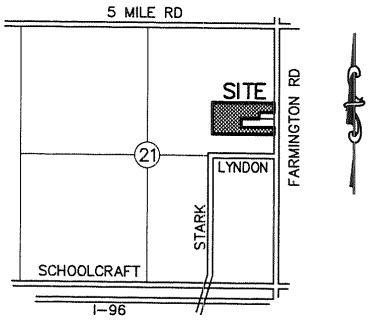
WHEN RECORDED RETURN TO:
City of Livonia
12973 Farmington Road
Livonia, MI 48150
Attn: Engineering Division

EXHIBIT A

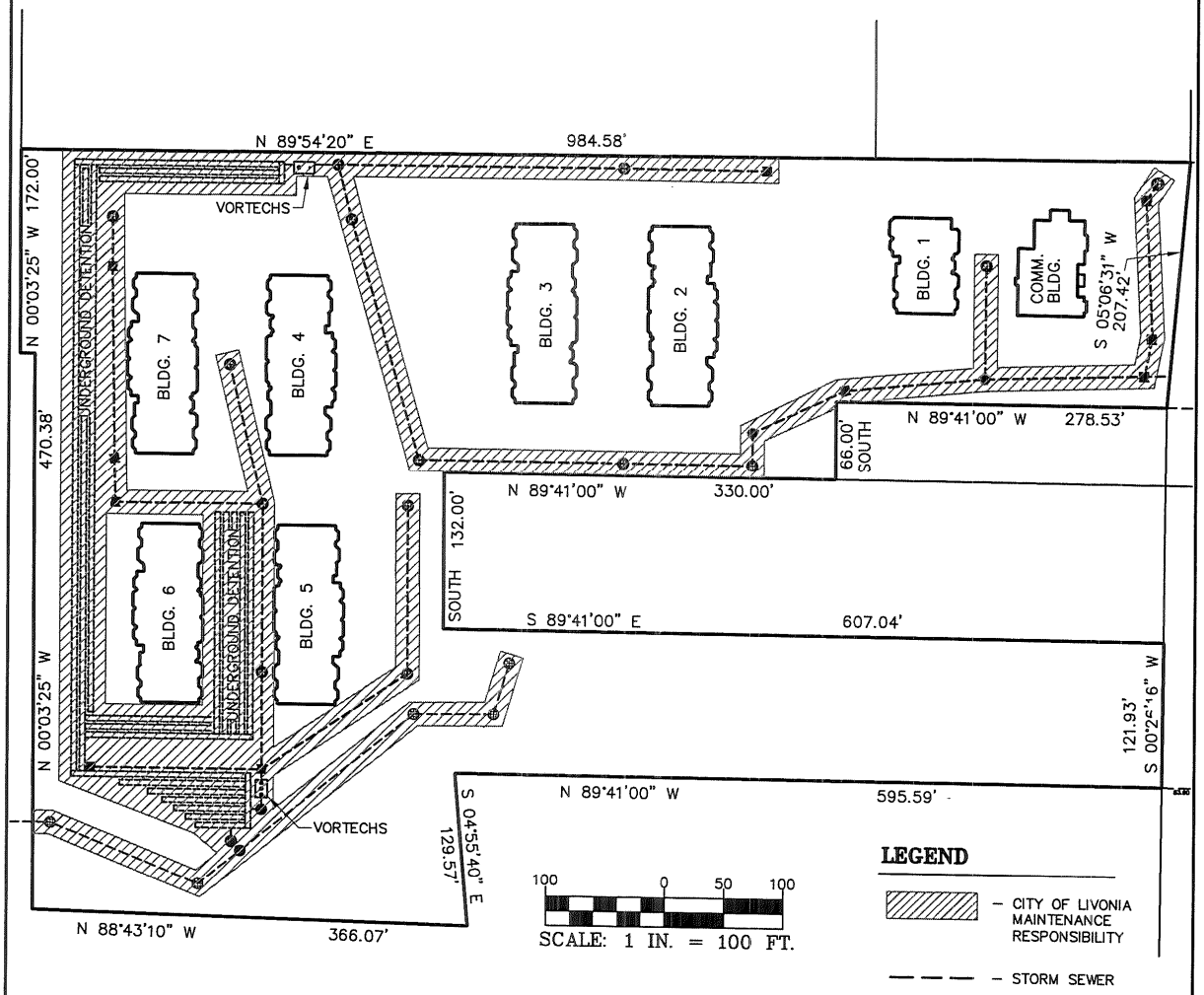
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

PROPERTY DESCRIPTION

THAT PART OF THE NORTHEAST 1/4 OF SECTION 21 T. 1 S., R. 9 E., CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE DUE SOUTH 1308.90 FEET ALONG THE EAST LINE OF SAID SECTION 21; THENCE S 89°54'20" W 33.00 FEET TO THE WESTERLY LINE OF FARMINGTON ROAD AND THE POINT OF BEGINNING; THENCE S 05°06'31" W 207.42 FEET ALONG THE WESTERLY LINE OF FARMINGTON ROAD; THENCE N 89°41'00" W 278.53 FEET; THENCE DUE SOUTH 66.00 FEET; THENCE N 89°41'00" W 330.00 FEET; THENCE DUE SOUTH 132.00 FEET; THENCE S 89°41'00" E 607.04 FEET TO THE WESTERLY LINE OF FARMINGTON ROAD; THENCE S 00°26'16" W 121.93 FEET ALONG SAID WESTERLY LINE; THENCE N 89°41'00" W 595.59 FEET; THENCE S 04°55'40" E 129.57 FEET; THENCE N 89°43'10" W 366.07 FEET; THENCE N 00°03'25" W 470.38 FEET: THENCE N 89°28'30" W 12.61 FEET; THENCE N 00°03'25" W 172.00 FEET; THENCE N 89°54'20" E 984.58 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.310 ACRES



LOCATION MAP
NOT TO SCALE



REV: 09/26/23

ARPEE/DONNAN, INC. LAND SURVEYING • ENGINEERING • MAPPING 32233 SCHOOLCRAFT, SUITE 103 (734) 953-3335 LIVONIA, MICHIGAN 48150 FAX (734) 953-3324	PREPARED FOR DAVE PHIPPS 5225 SHELDON CANTON, MI 48188 734-397-7895	DATE: 7/31/17 DRAWN: PROJ. NO: 13022 SHEET 1 OF 1

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

Wayne County DPS Permit No.: M – 49757
Wayne County DPS Plan review No.: R17-251

A. Physical Limits of the Storm Water Management System

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

B. Time Frame for Long-Term Maintenance Responsibility

Dave Phipps is responsible for maintaining the Aletha Apartments SWMS including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Aletha Apartments SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

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

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

D. Long-Term Maintenance Plan and Schedule

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

TABLE 1
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Underground Detention System	Flow Restrictor Structure & Outlet Pipe	Pavement Areas		FREQUENCY
Monitoring/Inspection								
Inspect for Sediment Accumulation/Clogging		X	X	X	X	X		Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X		Annually & After Major Events
Inspect For Erosion And Integrity of System		X				X		Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans		X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X		Annually
Preventative Maintenance								
Remove Accumulated sediments		X	X	X	X	X		As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris		X	X	X	X	X		As Needed
Sweeping of Paved Surfaces						X		As Needed
Remedial Actions								
Repair/Stabilize Areas of Erosion		X				X		As Needed
Replace Dead Plantings & Reseed Bare Areas		X						As needed
Structural Repairs		X	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X		As Needed

NOTE: Manufactured treatment system and underground detention system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

PROJECT:	PROPERTY OWNER:	ENGINEER:	DATE: 7/31/17
Aletha Apartments South of Five Mile & West side of Farmington Livonia, MI 48150	Dave Phipps 5225 Sheldon Canton, MI 48188 734-397-7895	Arpee/Donnan Inc. 32233 Schoolcraft Rd., Suite 103 Livonia, MI 48150 Phone: (734) 953-3335	SHEEET 1 OF 1

LETTER TO THE LIVONIA CITY COUNCIL

14.

Engineering
October 10, 2023

MEETING DATE	PREPARED BY
S110123/R111323	Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from HFI8, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for the New Gas Station, located at 27430 Seven Mile Road, in the Southeast 1/4 of Section 1.

BACKGROUND DETAILS

In conjunction with the development of the property located on the east side of Farmington Road, south of Five Mile Road, the City of Livonia required the proprietor to construct a storm drainage system to provide adequate drainage for the site at their own expense. A representative of the City must also be designated to execute the County permit for this storm water system construction. In reference to this storm sewer system, the office has received the attached storm water maintenance agreement from the owner, HFI8, LLC, 25896 Timbertrail, Dearborn Heights, Michigan 48127 requiring them to reimburse the City for any such maintenance that may become necessary.

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

- Accept the Storm Water Management System (SWMS) for the New Gas Station at 27430 Seven Mile Road, in the S.E. ¼ of Section 1.

- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

- Advise the Wayne County Department of Public Services (Permit Section) that the City of Livonia has approved the storm water collection system plans and further, that the City will accept jurisdiction and maintenance (at no cost to the County) of the storm water collection system within the New Gas Station at 27430 Seven Mile Road.

- Authorize the City Engineer to execute Wayne County Permit Number M-53141 on behalf of the City of Livonia in conjunction with the above storm water collection system.

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

- Accept the Storm Water Management System (SWMS) for the New Gas Station at 27430 Seven Mile Road, in the S.E. ¼ of Section 1.

- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

- Advise the Wayne County Department of Public Services (Permit Section) that the City of Livonia has approved the storm water collection system plans and further, that the City will accept jurisdiction and maintenance (at no cost to the County) of the storm water collection system within the New Gas Station at 27430 Seven Mile Road.

- Authorize the City Engineer to execute Wayne County Permit Number M-53141 on behalf of the City of Livonia in conjunction with the above storm water collection system.

ATTACHMENTS

1. Signed Gas Station at 27430 Seven Mile Storm Water Agreement
2. M-53141 Permit for New Gas Station @ 27430 Seven Mile Road

APPROVED BY

Todd J. Zilincik

Date: October 10, 2023

Todd Zilincik, P.E., City Engineer

Date: October 10, 2023

Don Rohraff, Director of Public Works

Date: October 10, 2023

Paul Bernier, City Attorney

Date: October 12, 2023

Maureen Miller Brosnan, Mayor

STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 28 day of SEPT., 2023, by and between the City of Livonia, a Michigan municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter "City" and

HFI8, LLC

a Michigan limited liability company with principal offices located at 25896 Timbertrail, Dearborn Heights, Michigan 48127, hereafter "Proprietor".

RECITALS

1. The Proprietor is developing certain property located in the City of Livonia, Wayne County, Michigan, as New Gas Station ("Development"), 27430 Seven Mile Road, Livonia, Michigan 48152 and more particularly described in Exhibit "A" attached hereto.

2. The Proprietor must construct a storm drainage system to provide adequate drainage in the proposed Development.

3. Such storm drainage system will encompass or impact storm runoff from the Development.

4. The City has received permit no. M-53141 ("Permit") issued by the County of Wayne, Michigan, a public body corporate ("County") authorizing the construction, operations and maintenance of the storm drainage system which is located within the Development and/or the City of Livonia's, the Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference, as long as the City assumes jurisdiction for the operation and maintenance of the storm drainage system referred to in the Permit.

5. The Permit signed by the City will benefit the Proprietor and the proposed Development.

6. The City and Proprietor desire to transfer certain responsibilities of the City under the Wayne County Permit to the Proprietor and its successors and confirm the terms and conditions of such transfer of responsibility by this agreement between the City and Proprietor.

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

1. The Proprietor shall assume the obligations of the City under the Permit, as follows:

   a. The Proprietors agree they will maintain, at their own expense, the storm drainage system which is located within the Development and/or the City of Livonia's, Wayne County Office of Public Services' and/or the Michigan State Highway Department's right-of-way and/or drain, and on or adjacent to the Development described in the Permit as Exhibit "C" attached hereto and incorporated herein by reference. The City may enter upon said premises for the purposes of maintaining said storm drainage system, if the Proprietor fails to do so. In which event the owners agree to pay the City all charges and expenses incurred thereon.

   b. In the event of any failure or settlement in the road right-of-way, resulting from the said storm drainage system, the City shall take immediate steps to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged. All expenses, including engineering will be remitted by the Proprietors to the City.

   c. If it is found necessary to adjust or relocate all or any portion of said storm drainage system within the road right-of-way, the City shall cause such adjustment or relocation to be accomplished, and all expenses, including engineering, will be remitted by the Proprietors to the City. Prior to any work being performed in a County road right-of-way, a separate permit shall be secured from the Wayne County Office of Public Services.

   d. To pay the City upon written request any costs and expenses apportioned to the City under the County Permit.

2. Notwithstanding the Proprietor's assumption of the liabilities of Paragraph 1 hereof, the City shall retain jurisdiction over the storm drainage system and its rights and remedies under the Permit and any applicable stature, ordinance, rule or regulation are hereby preserved. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in the City of Livonia's Storm Water Management and Long-Term Maintenance Plan as Exhibit "B" attached hereto and incorporated herein by reference.

3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the storm drainage system referred to in the permit as Exhibit "C" hereto, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and

attorney fees incurred by the City in connection with such Claims or the enforcement of this Agreement.

4. In accordance with 1976 PA 453, the parties hereto covenant: (1) not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, sex, age, height, weight or marital status.

5. That this Agreement shall be recorded at the Proprietor's expense with the Wayne County Register of Deeds.

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

HFI8, LLC
a Michigan limited liability company

By: _____
Sam Hammoud
Its: Member/Owner

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 28th day of September, 2023, a Notary Public and for said County, appeared Sam Hammoud to me being personally known, who being sworn, did for themself say that they are the Member/Owner of HFI8, LLC, the limited liability company named in and which executed the within instrument and, that said instrument was signed on behalf of said limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

Najia Khalid
Notary Public

Wayne County, Michigan
My Commission Expires On: 4-25-29

NAJIA KHALID
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires April 25, 2029
Acting in the County of Wayne

CITY OF LIVONIA
a municipal corporation

By:_____
Maureen Miller Brosnan

Its: Mayor

By:_____
Susan M. Nash

Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

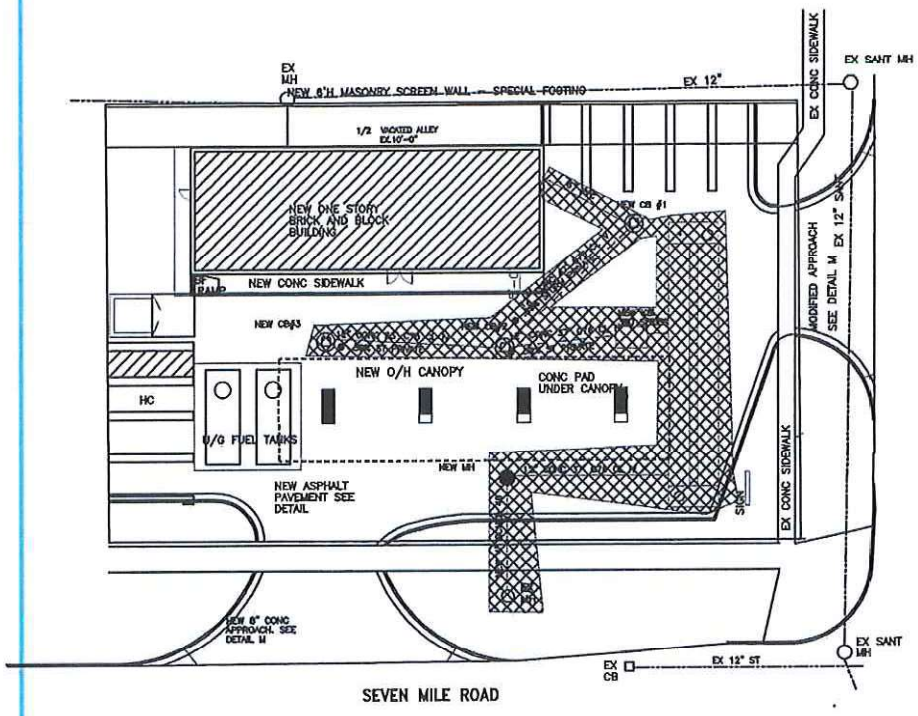
On this _____day of _____, 20_____, before me, a Notary Public in and for said County, appeared Maureen Miller Brosnan and Susan M. Nash to me personally known, who, being sworn, did for themselves say that they are respectively the Mayor and the City Clerk of the City of Livonia, the municipal corporation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

_____
Notary Public

_____ County, Michigan
My Commission Expires On:

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

WHEN RECORDED RETURN TO:
City of Livonia
12973 Farmington Road
Livonia, MI 48150
Attn: Engineering Division



NORTH

EXHIBIT "A" – PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

CITY OF LIVONIA STORM MAINTENANCE JURISDICTION

KEY PLAN

LEGAL DESCRIPTION:

27430 SEVEN MILE LIVONIA, MI 48152 (Property Address)
Parcel Number: 004 01 0530 000

01J530 TO 538A BOTSFORD PARK T1S R9E
L53 P77 WCR LOTS 530 TO 537 INCL ALSO
E 1.50 FT OF LOT 538 ALSO S 1/2 ADJ
VAC ALLEY EXC S 7 FT FOR SEVEN MILE ROW

WAYNE COUNTY PLAN REVIEW NO. R19–927

STATE OF MICHIGAN
ZIAD A. EL-BABA
ENGINEER NO. 6201061707
LICENSED PROFESSIONAL ENGINEER

EXHIBIT A

DATE : MAY.26.19
MAY.22.21

DESIGNER: ZIAD EL-BABA
674 GAUTHIER
TECUMSEH ONTARIO
N8N 3P8 CANADA
CELL - 313-938-8767

OWNER
MR SAM HAMMOUD
26883 TELEGRAPH
FLATROCK MI

EXHIBIT B
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

PROPERTY INFORMATION:

27430 SEVEN MILE
LIVONIA MI

APPLICANT

MR SAM HAMMOUD
26883 TELEGRAPH
FLATROCK MI

WAYNE COUNTY PLAN REVIEW NO. R 19-927

WAYNE COUNTY MAINTENANCE PERMIT NO. M-53141

PROPERTY OWNER

MR SAM HAMMOUD
26883 TELEGRAPH
FLATROCK MI

A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM:

THE STORM WATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG TERM MAINTENANCE PLAN (PLAN) IS DEPICTED ON EXHIBIT "A" TO THE PERMIT AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, SWALES, MANHOLES, CATCH BASINS STORM WATER INLETS, MANUFACTURED STATEMENT SYSTEM, BIORETENTION AREA, OVERFLOW STRUCTURE ,AND OUTLET PIPE THAT CONVEYS FLOW FROM THE BIORETENTION TO THE EXISTING WETLAND WITHIN THE SITE
FOR PURPOSES OF THIS PLAN, THIS STORM WATER MANAGEMENT SYSTEM AND ALL OF ITS COMPONENTS AS SHOWN ON EXHIBIT A IS REFERRED TO AS " NEW GAS STATION SWMS"

B. TIME FRAME FOR LONG TERM MAINTENANCE RESPONSIBILITY.

SAM HAMMOUD IS RESPONSIBLE FOR MAINTENANCE THE SITE INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE LOCAL OR WAYNE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM, UNTIL WAYNE COUNTY RELEASES CONSTRUCTION PERMIT. LONG TERM MAINTENANCE RESPONSIBILITY FOR THE NEW GAS STATION SWMS COMMENCES WHEN DEFINED BY THE MAINTENANCE PERMIT ISSUED BY THE COUNTY. LONG TERM MAINTENANCE CONTINUES IN PERPETUITY.

C. MANNER OF ENSURING MAINTENANCE RESPONSIBILITY.

CITY OF LIVONIA HAS ASSUMED RESPONSIBILITY FOR LONG TERM MAINTENANCE OF THE CORNER GAS STATION SWMS. THE RESOLUTION BY WHICH CITY OF LIVONIA HAS ASSUMED MAINTENANCE RESPONSIBILITY IS ATTACHED TO THE PERMIT AS EXHIBIT "C THE GAS STATION SWMS THROUGH AN AGREEMENT WITH THE CITY OF LIVONIA , HAS AGREED TO PERFORM THE MAINTENANCE ACTIVITIES REQUIRED BY THIS SITE PLAN.

CITY OF LIVONIA RETAINS THE RIGHT TO ENTER THE PROPERTY AND PERFORM THE NECESSARY MAINTENANCE OF THE NEW GAS STATION SWMS. IF SAM HAMMOUD FAILS TO PERFORM THE REQUIRED MAINTENANCE ACTIVITIES. TO ENSURE THAT THE CORNER GAS STATION SWMS IS MAINTAINED IN PERPETUITY.

THE MAP OF THE PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM (EXHIBIT A), THIS PLAN (EXHIBIT B) THE RESOLUTION ATTACHED AS EXHIBIT C, AND THE MAINTENANCE AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE PROPERTY OWNER WILL BE RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS. UPON RECORDING , A COPY OF THE RECORD DOCUMENT WILL BE PROVIDED TO THE COUNTY

D. LONG TERM MAINTENANCE PLAN AND SCHEDULE

TABLE 1 IDENTIFIES THE MAINTENANCE ACCLIVITIES TO BE PERFORMED, ORGANIZED BY CATEGORY (MONITORING/INSPECTION, PREVENTATIVE MAINTENANCE, AND REMEDIAL ACTIONS). WHILE PERFORMING MAINTENANCE, CHEMICALS SHOULD NOT BE APPLIED TO THE BIORETENTION , BUFFER STRIP OR WATERCOURSES

TABLE 1 ALSO IDENTIFIES SITE-SPECIFIC WORK NEEDED TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTION PROPERLY.

TABLE 1

STORM WATER MANAGEMENT LONG-TERM MAINTENANCE SCHEDULE.

LONG TERM MAINTENANCE SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENT: CATCH BASINS, INLETS & STORM SEWER	STRUCTURE OUTLET CONTROL	MANUFACTURED TREATMENT SYSTEMS	UNDERGROUND DETENTION FACILITIES	PAVEMENT AREAS	
MONITORING / INSPECTION						
INSPECT FOR SEDIMENT ACCUMULATION **/CLOGGING OF STONE FILTER	X	X	X	X		ANNUALLY ****
INSPECT FOR FLOAT , DEAD VEGETATION AND DEBRIS	X	X				ANNUALLY AND AFTER MAJOR EVENTS
INSPECT FOR INTEGRITY OF BANKS AND BERMS.						ANNUALLY AND AFTER MAJOR EVENTS
INSPECT ALL COMPONENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS	X	X	X	X		ANNUALLY
MONITORING/PLANTING VEGETATION						2 TIMES PER YEAR
ENSURE MEANS OF ACCESS FOR MAINTENANCE REMAIN CLEAR/OPEN	X	X	X	X		ANNUALLY
PREVENTING MAINTENANCE						
MOWING		X				UP TO 2 TIMES/YEAR *
REMOVE ACCUMULATED SEDIMENT	X	X	X	X		AS NEEDED **
REMOVE FLOATABLES, DEAD VEGETATION AND DEBRIS	X	X				AS NEEDED
REPLACE OR WASH/REUSE STONE RISER FILTERS		X				EVERY 3 YEARS/MORE FREQ. AS NEEDED ***
REMOVE INVASIVE PLANT SPECIES						ANNUALLY
SWEEPING OF PAVED SURFACES (STREETS AND PARKING LOTS)					X	AS NEEDED
REMEDIAL ACTIONS						
REPAIR/STABILIZE AREAS OF EROSION	X					AS NEEDED
REPLACED DEAD PLANTINGS,BUSHES,TREES						AS NEEDED
RESEED BARE AREAS						AS NEEDED
STRUCTURAL REPAIRS	X	X	X	X		AS NEEDED
MAKE ADJUSTMENTS/REPAIRS TO ENSURE PROPER FUNCTIONING	X	X	X	X		AS NEEDED

* * * THE UNDERGROUND DETENTION FACILITIES MUST BE CLEARED IF THEIR VOLUME IS REDUCED BY MORE THAN 10% DUE TO ACCUMULATION OF SILT AND SEDIMENT

WAYNE COUNTY PLAN REVIEW NO. R19-927

STATE OF MICHIGAN
ZIAD A. EL-BABA
ENGINEER NO. 6201051707
LICENSED PROFESSIONAL ENGINEER

EXHIBIT B

DATE : FEB.20.20
MAY.22.21

DESIGNER: ZIAD EL-BABA
674 GAUTHIER
TECUMSEH ONTARIO
N8N 3P8 CANADA
CELL - 313-938-8767

OWNER

MR SAM HAMMOUD
26883 TELEGRAPH
FLATROCK MI

Warren C. Evans
Wayne County Executive

October 29, 2021

Mr. Todd Zilincik
City of Livonia - Engineering
33000 Civic Center Drive
Livonia, MI 48194-3057

RE: Maintenance of Storm Water Management
Maintenance Permit for New Gas Station

Dear Mr. Zilincik:

Enclosed are the Storm Water Maintenance Permit **M-53141** and Exhibits A & B.

Please sign and date the enclosed maintenance permit and request Council to pass a Resolution as required by the Wayne County Storm Water Ordinance.

http://www.waynecounty.com/doe_wqm_res_stormwm_standards.htm

Please return complete packet to Wayne County Permit Office. An executed copy of this permit with exhibits will be returned to your attention.

If you have any questions or concerns, you may contact me at 734.858-2756.

Sincerely,

Bassma Gawil

Bassma Gawil
Plane Review Engineer

DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION/ PERMIT OFFICE
33809 MICHIGAN AVENUE, WAYNE, MI 49184 ■ PHONE (734) 858-2774 ■ FAX (734) 595-6356

PERMIT OFFICE
33809 MICHIGAN AVE WAYNE, Mi 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION, CALL FOR INSPECTION

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.	
M-53141	
ISSUE DATE 10/29/2021	EXPIRES
REVIEW No. R 19-927	WORK ORDER

PROJECT NAME
MAINTENANCE PERMIT FOR NEW GAS STATION

LOCATION
7 MILE AND INKSTER (WORK WITHIN THE SITE AND REWORK APPROACHES)

CITY/TWP
LIVONIA

PERMIT HOLDER	CONTRACTOR
CITY OF LIVONIA 33000 CIVIC CENTER DR. LIVONIA, MI 48154	
CONTACT TODD ZILINCIK (734) 466-2571	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY *(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)*

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE CITY OF LIVONIA SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE CITY OF LIVONIA SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE CITY OF LIVONIA SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY	REQUIRED ATTACHMENTS
SYB ENTERPRISES	EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM
PLANS APPROVED BY Yako, A.	EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PERMIT HOLDER NAME
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

VALIDATED BY
PERMIT COORDINATOR

DATE

LETTER TO THE LIVONIA CITY COUNCIL

15.

Law
October 2, 2023

MEETING DATE	PREPARED BY
R110123	Brenda Smyser, Program Supervisor,

AGENDA ITEM

REQUEST TO SCHEDULE A CLOSED COMMITTEE OF THE WHOLE MEETING: Department of Law, re: for the purpose of discussing pending litigation and attorney/client privileged communications with respect to Middlebelt Plymouth Venture, LLC v City of Livonia; U.S. District Court Case No. 2:22-cv-12734.

BACKGROUND DETAILS

It is respectfully requested that the Council, by a two-thirds roll call vote in accordance with Sections 7(1) and 8(d) of the Open Meetings Act, schedule a closed meeting of the Committee of the Whole for the purpose of discussing the subject pending litigation and attorney/client privileged communications.

The following individuals should be invited to the closed meeting: Mayor Maureen Miller Brosnan, City Attorney Paul A. Bernier, Assistant City Attorney Eric S. Goldstein, Finance Director Michael Slater and Planning Director Mark Taormina.

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

RESOLVED, that having considered a communication from the Department of Law, dated October 2, 2023, THE COUNCIL DOES HEREBY, BY A TWO-THIRDS ROLL CALL VOTE IN ACCORDANCE WITH SECTION 7(1) OF THE OPEN MEETINGS ACT, DIRECT THAT A CLOSED COMMITTEE OF THE WHOLE MEETING BE HELD FOR THE PURPOSE OF DISCUSSING LITIGATION MATTERS AND ATTORNEY/CLIENT PRIVILEGED COMMUNICATIONS IN CONNECTION WITH PENDING LITIGATION, MIDDLEBELT PLYMOUTH VENTURE, LLC v City of Livonia; U.S. DISTRICT COURT CASE NO. 2:22-cv-12734.

ATTACHMENTS

None

APPROVED BY

Paul Bernier, City Attorney

Date: October 02, 2023

Date: October 04, 2023

Maureen Miller Brosnan, Mayor