

OFFICE OF THE COUNCIL

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



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

OFFICE OF THE COUNCIL

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

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

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

**1981st Regular Meeting Agenda of the Council of the City of Livonia
Monday, November 13, 2023**

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

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF MINUTES – Regular Meeting Minutes of November 1, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. Communication from the Department of Finance, dated November 3, 2023, re: forwarding the Departmental Purchases Report, for the month ending October 31, 2023.

CONSENT AGENDA

1. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AWARD OF CONTRACT: Office of the City Clerk, re: to provide an annual Financial Statement Audit, for a period of five years, ending November 30, 2027, from budgeted funds.
2. PROPOSED MODIFICATIONS TO CLASSIFICATIONS AND WAGE INCREASES: Civil Service Department, re: to approve wage rate adjustments and new classifications for part-time Parks and Recreation employees.
3. REQUEST TO APPROVE BUDGET ADJUSTMENTS FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2023: Department of Finance re: same.
4. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT THROUGH OMNIA PURCHASING GROUP: Department of Parks and Recreation, re: for the renovation of Mies Park playground and play area, from budgeted funds.
5. AWARD OF BID: Department of Parks and Recreation, re: for various types of clothing for a two (2) year period, from budgeted funds.
6. AWARD OF BID: Public Works Division, re: for supplying the Road Maintenance Section with hot and cold Bituminous Materials for the period of September 1, 2023, through August 31, 2024.
7. REQUEST TO APPROVE 2024 ROAD REPAIR PROGRAM: Engineering Division, re: as reviewed by the Citizens Advisory Committee on Roads for the second year of the ten-year paving millage approved by the Livonia residents.
8. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH QUALIFICATION BASED SELECTION (QBS) PROCESS WITH OHM ADVISORS FOR DESIGN ENGINEERING SERVICES FOR THE 2024 ASPHALT ROAD PROGRAM (CONTRACT 24-A): Engineering Division, re: same (CR 336-21)

9. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. FOR THE 2024 CONCRETE ROAD PROGRAM (CONTRACT 24-C): Engineering Division, re: same (CR 336-21).
10. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH QUALIFICATION BASED SELECTION (QBS) PROCESS WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. (AEW) FOR DESIGN ENGINEERING SERVICES FOR THE 2024 CONCRETE ROAD MAINTENANCE /SELECTIVE SLAB PROGRAM (CONTRACT 24-J): Engineering Division, re: same (CR 336-21).
11. REQUEST FOR ADDITION TO THE LOCAL STREET SYSTEM FOR THE 2024 ACT 51 COMPUTATIONS: Engineering Division, re: for streets or portions thereof, newly opened in 2023.
12. REQUEST TO PREPARE ORDINANCE LIMITING CITY MAILINGS PRIOR TO ELECTION DAY: Councilmember Scott Bahr, re: in order to avoid the appearance of city resources being used to benefit current elected officials during campaign seasons.

UNFINISHED BUSINESS

13. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Title 12, Chapter 16 (Parks and Playgrounds), Section 010 to change the name of park site AA after the Livonia Lions Club and Devon-Aire Wood Park to John T. Dufour Park.
14. PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Title 12, Chapter 18 (Naming of Public Places and Buildings), Section 020 to change the name of the indoor natatorium at the Jack E. Kirksey Recreation Center to the Ronald R. Reinke Aquatic Center.
15. SITE PLAN PETITION: Planning Commission, re: Petition 2023-09-08-07, submitted by Soave Homes, requesting to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast ¼ of Section 32.
16. REQUEST TO APPROVE FIVE-YEAR EXTENSION WITH TYLER TECHNOLOGIES (NEW WORLD): Department of Information Systems, for New World ERP financial management, human resource management and utility management software, from budgeted funds.
17. REQUEST TO AMEND AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF CANTON AND THE CITY OF LIVONIA: Department of Parks and Recreation, re: for reimbursement of day pass use of the Jack E. Kirksey Recreation Center by Summit on the Park members beginning November 1, 2023, until project is completed.

NEW BUSINESS

18. REQUEST TO AUTHORIZE AN ADDITIONAL EXPENDITURE: Engineering Division, re: for the DPW Fencing Replacement Project, from budgeted funds. (CR 274-23)

19. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE AN ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division, re: for the Robert and Janet Bennett Civic Center Library West Parking Lot Paving Project, from budget funds.
20. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Sheldon Center, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for the Sheldon Park Village located at 33111 Plymouth Road, in the Northwest 1/4 of Section 34.

X-ITEM(S)

- X1. REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Ellen Burns, Co-president, Clarenceville Band Boosters, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

AUDIENCE COMMUNICATION

NOTICE(S)

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

SUSAN M. NASH, CITY CLERK

a.



LETTER TO THE LIVONIA CITY COUNCIL

Finance
November 3, 2023

MEETING DATE

R111323

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated November 3, 2023, re: forwarding the Departmental Purchases Report, for the month ending October 31, 2023.

BACKGROUND DETAILS

Receive and File Purchase October 31, 2023

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

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 October 31, 2023.

Additional details on these purchases will be provided upon request.

ATTACHMENTS

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

APPROVED BY

Handwritten signature of Michael Slater in blue ink.

Michael Slater, Finance Director

Date: November 03, 2023

Handwritten signature of Maureen Miller Brosnan in blue ink.

Maureen Miller Brosnan, Mayor

Date: November 03, 2023

City of Livonia
City Council - Recieve and File Purchases

For Month of : **October 2023**

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

<u>Item #</u>	<u>Date</u>	<u>Department</u>	<u>Vendor</u>	<u>Item</u>	<u>Cost</u>	<u>Description</u>
1	10/3/2023	Fire	Security Designs	(5) Interior Access Card Readers	\$15,935.00	Preferred Vendor/Building Security
2						
3						
4						
5						
6						
7						
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20						

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

2. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AWARD OF CONTRACT: Office of the City Clerk, re: to provide an annual Financial Statement Audit, for a period of five years, ending November 30, 2027, from budgeted funds.

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

Stacey Reeves, Plante Moran, was present to answer questions.

Vice President Toy, Councilmember McIntyre, and President Jolly complimented Plante Moran on their service to the City of Livonia.

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

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

City Clerk
October 18, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Leslie Rohraff, Clerk Typist II,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AWARD OF CONTRACT: Office of the City Clerk, re: to provide an annual Financial Statement Audit, for a period of five years, ending November 30, 2027, from budgeted funds.

BACKGROUND DETAILS

Recommendation to accept the five-year audit fee proposal offered by Plante Moran, PLLC, which would provide the City value and continuity and provide a significant discount to the City, to continue to serve as the City's auditors for the years ending November 30, 2023 through November 30, 2027.

Details regarding the proposal are attached.

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

Approve recommendation as submitted.

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)

Five years for FYs ending November 30, 2023 through November 30, 2027.

DETAILED WORK BEING PERFORMED

Prepare annual City audits of financial statements.

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

Budgeted Account		Fiscal Year				
		2023	2024	2025	2026	2027
Base Fee	101-223-808-000	110,175	125,795	140,765	149,210	158,160
PRDA	248-000-808-000	2,650	2,810	2,980	3,155	3,345
Brownfield	242-000-813-000	3,180	3,370	3,570	3,790	4,020

Single Audit	Various	17,790	18,860	19,990	21,190	22,460
Court	101-286-808-000	<u>11,800</u>	<u>12,510</u>	<u>13,260</u>	<u>14,055</u>	<u>14,900</u>
Total		145,595	163,345	180,565	191,400	202,885

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

Waived.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Professional Services, Section 3.04.140.E.2 of the Livonia Code of Ordinances.

ATTACHMENTS

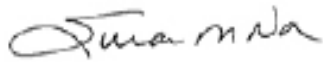
1. Ltr to Council re Plante Moran, 10-13-2023

APPROVED BY



Michael Slater, Finance Director

Date: October 19, 2023



Susan Nash, MiPMC, CMC, City Clerk

Date: October 20, 2023



Maureen Miller Brosnan, Mayor

Date: October 20, 2023

OFFICE OF THE CITY CLERK

SUSAN M. NASH
City Clerk



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2230
FAX: (734) 421-1147

October 13, 2023

Dear Honorable Members of the City Council
City of Livonia, Michigan

Re: Request to Accept Proposal of Plante & Moran, PLLC to perform
the City's Annual Audits for the Years Ending November 30, 2023 - 2027

Dear Council Members:

Attached is the audit fee proposal letter, dated October 13, 2023, which was received from Plante Moran, PLLC. It is my recommendation that the City waive the competitive bid process pursuant to section 3.04.140.D.2 of the Livonia Code of Ordinances and reappoint Plante & Moran, PLLC as the City's auditors.

As detailed in the proposal letter, Plante Moran continues to offer the City a significant discount to the City but is adjusting the fee to account for the compounding impact of inflationary increases since Plante Moran's fee concession to the City following the significant 2008 economic decline combined with the recurring impact of numerous significant accounting pronouncements and other operational changes that have added recurring time to the audit in recent years without being factored into the audit fee.

After discussion with Mayor Brosnan and Michael Slater, Director of Finance, it is our recommendation to select the five-year audit fee proposal offered by Plante Moran, PLLC, which would provide the City value and continuity and fairly address the factors noted above.

Very truly yours,

A handwritten signature in blue ink, reading "Susan M. Nash".

Susan M. Nash, City Clerk



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

October 16, 2023

Ms. Susan Nash, City Clerk
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Dear Ms. Nash:

We would be most pleased to continue our professional relationship with the City of Livonia and are requesting reappointment to perform the financial statement audit for the years ending November 30, 2023 through 2027. We value our relationship with the City and have always focused on being fair in our fee structure, offering fee reductions when economic factors significantly impacted the City's revenue model. When the City's property tax revenue was significantly impacted following the 2008 Great Recession, we reduced our base fee. With our previous five-year proposal, we kept the base fee frozen for two years and then limited increases to the Headlee inflation factor not to exceed 3%.

During this same time period, the City implemented numerous new GASB standards and other changes, which significantly increased the recurring time necessary to complete each audit and the City's financial statement presentation. These changes are described in more detail in the chart below and were never incorporated into the City's base audit fee. As a result, the discount offered to the City has grown from 30 percent to approximately 60 percent in recent years. With the proposed fees for the next five years, we are not seeking to recoup any prior discounts as we view those unrecovered costs as an investment in our long-term relationship. We are proposing to phase in the recurring costs of the GASB and operating changes over the next three years and add a 6 percent inflationary smoothing adjustment in order to bring our 2027 audit fee closer to the historical discount provided to the City.

The following new accounting pronouncements impacted the City in recent years but were not incorporated into the City's base audit fee:

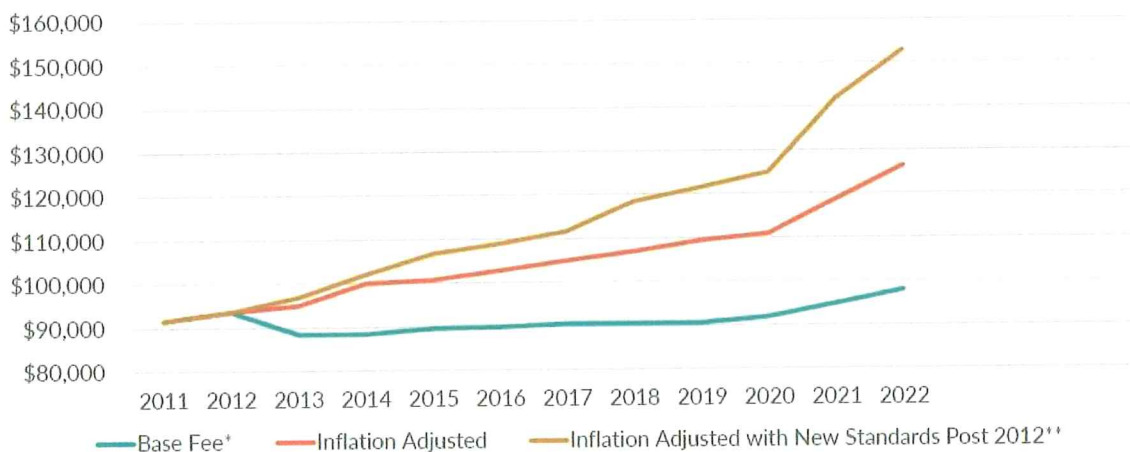
Stmt	Name	Effective
68	Accounting and Financial Reporting for Pensions	FY 2015
77	Tax Abatement Disclosures	FY 2017
75	Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions	FY 2018
88	Certain Disclosures Related to Debt	FY 2019
84	Fiduciary Activities	FY 2020
87	Leases	FY 2022

The AICPA's Clarity Project, which updated generally accepted auditing standards also added time and effort to each audit beginning in fiscal year 2013. Lastly, the City's creation of the Police and Fire Revised Retirement Plan in fiscal year 2021 has increased audit time and disclosures.

The impact of all the above factors is captured in the chart below which highlights the substantial gap that now exists between the City 2022 Base Audit Fee and the Inflation Adjusted Amount that takes into account the accounting and auditing changes since 2012 described above:



City of Livonia: History of Base Fees Since 2011



	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Annual investment	\$ -	\$ -	\$8,461	\$13,569	\$17,108	\$19,092	\$21,170	\$27,905	\$31,069	\$33,154	\$46,922	\$54,938
Cumulative investment	\$ -	\$ -	\$8,461	\$22,030	\$39,138	\$58,230	\$79,400	\$107,305	\$138,374	\$171,528	\$218,450	\$273,388

The changes to financial reporting requirements continue. In fiscal year 2023, the City is required to implement GASB 94 (Public-Private and Public-Public Partnerships) and GASB 96 (Subscription-Based Information Technology Arrangements). We anticipate these to have a recurring impact on the audit as well and have factored them into our proposed fees below:

	2022	2023	2024	2025	2026	2027
Actual Base Fee	\$92,420	\$92,420	\$110,175	\$125,795	\$140,765	\$149,210
Adjusted Base with Recurring New <u>Stds/Programs</u> Phase in	--	\$8,500	\$8,500	\$7,000	--	--
Smoothed inflationary adjustment	--	6%	6%	6%	6%	6%
GASB 94/96 - recurring	--	\$3,200	--	--	--	--
Adjusted Base Fee	\$92,420	\$110,175	\$125,795	\$140,765	\$149,210	\$158,160
<u>PRDA</u>	\$2,500	\$2,650	\$2,810	\$2,980	\$3,155	\$3,345
Brownfield	\$3,000	\$3,180	\$3,370	\$3,570	\$3,790	\$4,020
Single Audit* (if <u>req'd</u>)	\$16,780	\$17,790	\$18,860	\$19,990	\$21,190	\$22,460
Court - Post GASB 84	**	\$11,800	\$12,510	\$13,260	\$14,055	\$14,900

* Assumes 1 major program, ** Included in additional billings in 2022

We are confident we have served the City well during our time as auditors. We have performed timely audits, assisted with accounting issues, recommended suggestions for improvements, been available year-round to answer questions free of charge, and worked well with your team. We have also offered free trainings and tools including our annual client training (replaced by a series of webinars due to the pandemic), periodic webinars on hot-button issues, and proprietary workaids to assist with implementing recent new accounting standards.

Our firm specializes in serving local units of government (as you can see from the enclosed list of our involvement in governmental associations and our current governmental audit clients) and Plante Moran is generally regarded and known as Michigan's leader in governmental accounting and auditing. Among our governmental clients, we consider the City of Livonia to be one of our most prestigious and valued clients. As evidence of our commitment to the City of Livonia and other Michigan local governments, we devote and invest significant resources in state-wide activities to help others better understand the needs and financial challenges faced by local governments and on other matters for the benefit of local government. These activities allow our very experienced and specialized audit team to provide the City with valuable information, resources, and

recommendations beyond just the completion of the financial statement audit. We will continue to commit ourselves to serve the City as such and look forward to the opportunity to continue this relationship. We would be happy to meet with the City Council to discuss further.

Very truly yours,

PLANTE MORAN, PLLC

A handwritten signature in cursive script that reads "Frank W. Audia".

Frank W. Audia, CPA

A handwritten signature in cursive script that reads "Stacey L. Reeves".

Stacey L. Reeves, CPA

A handwritten signature in cursive script that reads "Keith Szymanski".

Keith Szymanski, CPA

We don't just participate – we lead

The auditors and consultants within our governmental practice meet all Government Accountability Office and continuing education requirements. But we've also taken our industry commitment to the next level. We're heavily involved in government professional associations so that we can stay ahead of emerging issues and shape the practical application of standards and regulations. We do this not just to maintain our expertise, but to act as an advocate for our clients and keep them informed.



AICPA
GAQC Member

- Founding member of the Governmental Audit Quality Center (GAQC)
- Serve on the State and Local Government Expert Panel, which meets annually with the GASB and helps shape their agenda, as well as responding to each exposure document
- Participate in federal single audit roundtable with invited members from GAO, OMB, and various federal agencies
- Past Chair of the American Institute of CPAs (AICPA) in 2008, and a partner currently serves on the Council

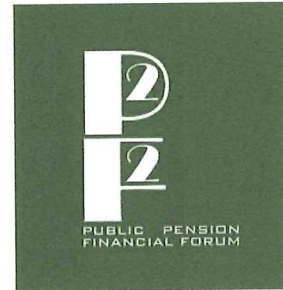


- Propose changes to Governmental Accounting Standards Board (GASB) Implementation Guides
- Actively respond to significant proposals for new governmental accounting rules
- Testified before GASB and participated in some of their research projects



Government Finance Officers Association

- Involved in national and state-level associations including Colorado (CGFOA), Florida (FGFOA), Georgia (GGFOA), Illinois (IGFOA), Michigan (MGFOA), New York (NYSGFOA), and Ohio (OHGFOA)
- Facilitate training sessions at the annual conference



- Provided training at annual conference



- Serve on the Comptroller General's Advisory Council on Standards for Internal Control in the Federal Government



National Association of State Auditors, Comptrollers and Treasurers

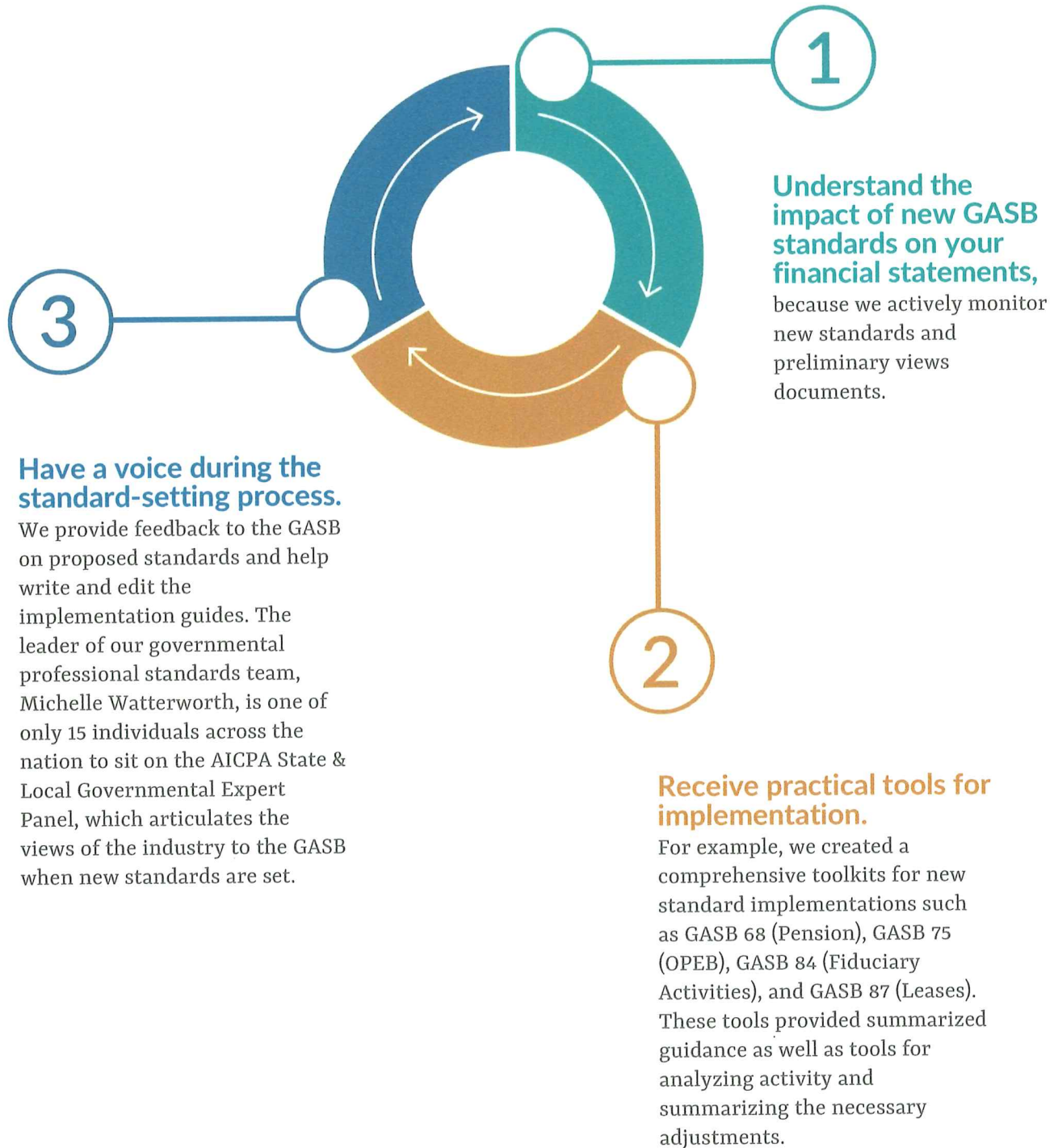
- Active membership, attend NASC and NASACT conferences
- Facilitated conference training sessions



- Active membership, attend conferences

Added benefits from our GASB involvement

We envision our GASB involvement as a cycle that yields ongoing benefits for our staff and our clients.



Governmental experience that's beyond the expected

When we serve governmental entities, ensuring compliance is just the first step. As the City's partner, we'll translate our expertise into solutions, helping you streamline operations, contain costs, and stay ahead of the curve. Why? It's simple: Investing in our clients means investing in the future of our communities.

What our practice looks like

500+

Governmental clients, including:

- Local government
- Airports
- Transportation organizations
- Authorities
- Pension systems
- Special districts
- State agencies
- Utilities

750+

Annual Comprehensive Financial Report (ACFR) audits conducted in the past 25 years whereby the ACFRs have received the GFOA's Certificate of Achievement for Excellence in Financial Reporting

685+

Single audits performed annually

45

States with public sector clients

1,700+

Public sector clients served

250+

Staff dedicated to serving governmental clients

1,300+

GASB entities served

25+

Partners dedicated to serving governmental clients

75

Years serving government entities

\$9B

Federal expenditures audited per year

How we stand apart from the competition

When it comes to serving municipalities and government entities, the Plante Moran difference can be boiled down to two key factors:



1

Our governmental clients are served by professionals who have made the public sector a focus of their careers.

Because our firm is organized by industry (not by office or region), you'll always be served by specialists who have already served many governmental entities, including cities and townships in the area.



2

Our firm is unmatched in the level of research we conduct on challenges facing governmental leaders.

Our active involvement in government associations — along with our firsthand experience serving a large, diverse client base — is at the heart of our technical expertise. We pass on what we learn to our staff in the form of internal training seminars and to our clients through our webinars, white papers, and toolkits.

Reach and reputation

We serve clients across southeast Michigan and the country. Every day, we leverage the latest technologies in our engagements to minimize disruptions to client staff and lower our overall fees. This significant investment in technology sets us apart from our competitors and led to our inclusion on the InformationWeek 500 list as one of the nation's most innovative users of business technology.

Let our clients do the talking

Our client satisfaction survey is performed by an independent firm that utilizes the American Customer Satisfaction Index (ACSI) methodology to compare our rating against a diverse group of companies. The ACSI represents aggregated customer satisfaction benchmarks based upon key drivers such as service approach, level of expertise, quality of work, and value added.



Source: Plante Moran's score is from our client satisfaction survey conducted by the CFI Group using the American Customer Satisfaction Index (ACSI) methodology. Other companies' scores were provided by the ACSI. The scores are not satisfaction percentages but rather raw scores.

Governmental audit clients

Our client roster includes more than 500 governmental entities, 200 K-12 education and public school district clients, 75 colleges and universities, and 1,000 not-for-profit entities across the country. Below is a sample of the governmental clients we serve. Entities that have received a Certificate of Achievement for Excellence in Financial Reporting from the GFOA are marked with an asterisk (*).

MUNICIPALITIES

- City of Allen Park, MI
- Township of Benton, MI
- Village of Berrien Springs, MI
- Village of Beverly Hills, MI
- City of Birmingham, MI*
- City of Bloomfield Hills, MI
- City of Brighton, MI*
- Township of Brownstown, MI
- City of Burton, MI
- Township of Canton, MI *
- City of Chelsea, MI
- Chesterfield Township, MI
- Township of Clinton, MI
- City of Clio, MI *
- City of Coloma, MI
- Township of Commerce, MI
- City of Commerce City, CO
- City of Davison, MI
- Davison Township, MI
- City of Dearborn, MI *
- City of Detroit, MI *
- City of Eastpointe, MI
- City of Farmington, MI
- Fenton Township, MI
- Flint Township, MI
- City of Garden City, MI
- City of Gibraltar, MI
- Township of Grand Blanc, MI *
- City of Grand Rapids, MI *
- City of Grosse Pointe, MI
- City of Grosse Pointe Farms, MI
- City of Grosse Pointe Woods, MI *
- Township of Hamburg, MI
- City of Harper Woods, MI
- Township of Highland, MI
- Village of Holly, MI
- Township of Huron, MI
- Township of Keeler, MI
- City of Lathrup Village, MI
- Township of Lincoln, MI
- City of Lincoln Park, MI
- City of Livonia, MI
- City of Longmont, CO
- City of Loveland, CO
- Township of Macomb, MI
- City of Madison Heights, MI
- Township of Marshall, MI
- City of Melvindale, MI
- Township of Milford, MI
- Village of Milford, MI
- City of Monroe, MI *
- City of Mt. Morris, MI
- City of Port Huron, MI *
- City of Northville, MI
- Township of Northville, MI*
- Oakland Township, MI
- Town of Parker, CO
- Township of Redford, MI
- City of Richmond, MI
- City of Riverview, MI
- City of Rockwood, MI
- City of Romulus, MI
- City of Roseville, MI
- City of Saline, MI
- Township of Shelby, MI
- City of South Lyon, MI
- City of Southfield, MI*
- City of Southgate, MI
- City of St. Joseph, MI
- City of Sterling Heights, MI*
- City of Swartz Creek, MI
- City of Taylor, MI
- City of Trenton, MI
- Township of Van Buren, MI
- Vienna Township, MI
- City of Warren, MI *
- Township of Washington, MI
- Township of Waterford, MI *
- Township of West Bloomfield, MI
- City of Westland, MI
- White Lake Township, MI
- City of Wixom, MI
- City of Wyandotte, MI

*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.

MICHIGAN COUNTIES AND OTHER GOVERNMENTAL UNITS

COUNTY ROAD COMMISSIONS AND OTHER RELATED ENTITIES

- County Road Association Self-Insurance Fund (CRASIF)
- Kalamazoo County Road Commission
- Kent County Road Commission
- Michigan County Road Commission Self-Insurance Pool*
- Road Commission for Oakland County
- Washtenaw County Road Commission

COUNTIES

- Genesee County*
- Livingston County
- Oakland County*
- Wayne County

STATE OF MICHIGAN

- Mackinac Bridge Authority
- Michigan Bureau of State Lottery*
- Michigan Education Trust
- Michigan Finance Authority
- Michigan Legislature
- Michigan Municipal League
- Michigan State Housing Development Authority

*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.

PUBLIC TRANSPORTATION CLIENTS

- Bishop International Airport Authority, MI
- Capital Area Transportation Authority (CATA), MI
- Columbus Regional Airport Authority, OH
- Connecticut Airport Authority, CT
- Denver Regional Transportation District, CO
- Des Moines Airport Authority, IA
- Detroit Department of Transportation, MI
- Detroit Metropolitan Wayne County Airport, MI
- Mass Transportation Authority, MI
- Gerald R. Ford International Airport, MI
- Grand Junction Regional Airport, CO
- Metropolitan Airports Commission, MN
- Muhammad Ali International Airport, KY
- Nankin Transit Commission, MI
- Nashville International Airport, TN
- Ohio Turnpike and Infrastructure Commission, OH
- Pittsburgh International Airport (PIT), PA
- Regional Transportation Authority of Southeast Michigan, MI
- Rhode Island Airport Corporation, RI
- Sarasota Manatee Airport Authority, FL
- Suburban Mobility Authority for Regional Transportation (SMART), MI
- Washington and Bruce Townships STAR, MI

PUBLIC UTILITIES

- Benton Harbor – St. Joseph Joint Sewage Disposal Board, MI
- Central Wayne County Sanitation Authority, MI
- Detroit Water and Sewage, MI
- Downriver Utility Wastewater Authority, MI
- Genesee County Drain Commission Division of Water and Waste Services, MI
- Karegnondi Water Authority, MI
- Michigan Public Power Agency, MI
- Northern Colorado Water Conservancy District, CO
- Resource Recovery and Recycling Authority of Southwest Oakland County, MI
- Solid Waste Authority of Central Ohio, OH
- South Huron Valley Utility Authority, MI
- Southeast Oakland County Resource Recovery Authority (SOCRRA), MI
- Southeastern Oakland County Water Authority (SOCWA), MI
- Western Townships Utilities Authority, MI
- Wyandotte Municipal Service Commission, MI

OTHER GOVERNMENTAL UNITS

- Aerotropolis Development Corporation, MI
- Birmingham Area Cable Board, MI
- Boulder Housing Partners, CO
- Canton Regional Chamber Health Fund, MI
- Chicago Teachers Pension Fund, IL*
- Cincinnati Metropolitan Housing Authority, OH
- Colorado Health Facilities Authority, CO
- Columbus-Franklin County Finance Authority, OH
- Columbus Metropolitan Housing Authority, OH
- Conference-Western Wayne, MI
- Denver Housing Authority, CO
- Detroit Housing Commission, MI
- Detroit Retirement Systems, MI
- Detroit VEBAs, MI
- Detroit Wayne Integrated Health Network, MI
- Downriver Community Conference, MI
- Franklin Park Conservatory, OH
- Genesee County 911 Consortium, MI
- Grand Rapids Housing Commission, MI
- Huron Clinton Metropark Authority, MI*
- Illinois Medical District Commission, IL
- Illinois Municipal Retirement Fund, IL*
- Lansing Housing Commission, MI
- Los Angeles County Employees Retirement Association (LACERA), CA*
- Macomb County Zoological Authority, MI
- Metro Police Authority of Genesee, MI
- Michigan Assisted Living Workers' Compensation Fund, MI
- Michigan Community College Risk Management Authority, MI
- Michigan Municipal League Liability & Property Pool, MI
- Michigan Municipal League Workers' Compensation Fund, MI
- Michigan Municipal Risk Management Authority, MI
- Mid-Ohio Regional Planning Commission, OH
- Municipal Employees Retirement System of Michigan (MERS), MI*
- National Conference of State Legislatures, CO
- New Hampshire Retirement System (NHRS), NH*
- New York State Teachers Employees Retirement System, NY*
- Oakland County Art Institute Authority, MI
- Oakland County Public Transportation Authority, MI
- Oakland County Zoological Authority, MI
- Ohio Public Employees Retirement System, OH*
- Southeast Michigan Council of Governments (SEMCOG), MI
- STAR Ohio, OH
- Taylor Community Development Corporation, MI
- Washington & Bruce Township Parks & Recreation, MI
- West Bloomfield Parks and Recreation Commission, MI
- West Michigan Risk Management Trust, MI
- West Michigan Workers' Compensation Fund, MI

*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

3. PROPOSED MODIFICATIONS TO CLASSIFICATIONS AND WAGE INCREASES: Civil Service Department, re: to approve wage rate adjustments and new classifications for part-time Parks and Recreation employees.

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

President Jolly asked Ms. Laible to outline the new wage structure.

Ted Davis, Superintendent of Parks and Recreation, explained that several positions are being moved to different levels within the department based on the importance of their overall operations. Also, some classifications were raised 25 to 50 cents per hour.

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

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

Civil Service
October 19, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

PROPOSED MODIFICATIONS TO CLASSIFICATIONS AND WAGE INCREASES: Civil Service Department, re: to approve wage rate adjustments and new classifications for part-time Parks and Recreation employees.

BACKGROUND DETAILS

Dear Council Members:

At the Civil Service Commission meeting of October 18, 2023, with Chairperson Charlotte S. Mahoney, Commissioner James Wenson, and Commissioner Roger Spence being present, it was requested that the Commission consider approving modifications in job descriptions, classifications, and wages for part-time staff in the Department of Parks and Recreation. This request was reviewed and approved by the Parks and Recreation Commission, Personnel Review Committee, and Mayor Brosnan, prior to being presented to the Civil Service Commission.

The proposed wage rate adjustment and description changes (attached) would continue to keep the Department of Parks and Recreation at the top of a highly competitive job market and attract/retain quality staff.

The Civil Service Commission reviewed the request and upon motion by Mr. Spence, seconded by Mr. Wenson, and adopted, it was

23-150 RESOLVED, that having reviewed the letter from Ted Davis, Superintendent of Parks & Receptions, dated September 7, 2023, regarding proposed changes to job descriptions, classifications, and wages for part-time staff in the Department of Parks and Recreation, the Civil Service Commission does hereby approve the request for the modification in job descriptions, classifications and wages for part-time staff in the Department of Parks and Recreation. The Civil Service Commission submits the same to City Council for their review and consideration.

Attached is a copy of Mr. Davis's letter for your review.

Therefore, it is recommended that the proposed wage rate adjustments and new classifications for part-time Parks and Recreation employees be considered for adoption and the effective date would be upon Council approval.

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

be used in lieu of the recommendation)

Approve as submitted

ATTACHMENTS

1. Packet to Council Transmitting Request for Modification in Classifications and Wages for Part-Time Staff in the Department of P&R

APPROVED BY



Jeannine Laible, Human Resources Director

Date: October 19, 2023



Michael Slater, Finance Director

Date: October 19, 2023



Paul Bernier, City Attorney

Date: October 20, 2023



Maureen Miller Brosnan, Mayor

Date: October 20, 2023

CIVIL SERVICE DEPARTMENT

MAUREEN MILLER BROSNAN
MAYOR

CIVIL SERVICE COMMISSION

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



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

JEANNINE LAIBLE
HUMAN RESOURCES DIRECTOR

Dear Council Members:

At the Civil Service Commission meeting of October 18, 2023, with Chairperson Charlotte S. Mahoney, Commissioner James Wenson, and Commissioner Roger Spence being present, it was requested that the Commission consider approving modifications in job descriptions, classifications, and wages for part-time staff in the Department of Parks and Recreation. This request was reviewed and approved by the Parks and Recreation Commission, Personnel Review Committee, and Mayor Brosnan, prior to being presented to the Civil Service Commission.

The proposed wage rate adjustment and description changes (attached) would continue to keep the Department of Parks and Recreation at the top of a highly competitive job market and attract/retain quality staff.

The Civil Service Commission reviewed the request and upon motion by Mr. Spence, seconded by Mr. Wenson, and adopted, it was

23-150 RESOLVED, that having reviewed the letter from Ted Davis, Superintendent of Parks & Recreations, dated September 7, 2023, regarding proposed changes to job descriptions, classifications, and wages for part-time staff in the Department of Parks and Recreation, the Civil Service Commission does hereby approve the request for the modification in job descriptions, classifications and wages for part-time staff in the Department of Parks and Recreation. The Civil Service Commission submits the same to City Council for their review and consideration.

Attached is a copy of Mr. Davis's letter for your review.

Therefore, it is recommended that the proposed wage rate adjustments and new classifications for part-time Parks and Recreation employees be considered for adoption and the effective date would be upon Council approval.

MEMORANDUM

TO: Jeannine Laible, Human Resources Director
FROM: Dalie Ripley, Personnel Analyst I
DATE: October 11, 2023
SUBJECT: **Proposed Changes to Parks & Recreation Temporary Job Descriptions, Classifications, and Wages for Calendar Year 2024**

In correspondence dated September 7, 2023, Ted Davis, Superintendent of Parks & Recreation, requests that the Civil Service Commission consider approving a reclassification of three temporary positions, various description language and age changes, two new classifications, and hourly wage rate changes for all Parks & Recreation temporary employees.

The three positions to be reclassified are as follows:

Job Classification	Current Level	Proposed Level
Gym Supervisor	Level 5	Level 3
Museum Collection Manager	Level 4	Level 7
Camp Director	Level 6	Level 7

The two positions to be added are as follows:

New Classification	Level
Archery Range Coordinator	Level 6
Costume Character	Level 8

There is currently one employee with the classification of Gym Supervisor. This employee will have their classification and duties changed to Athletic Coordinator, which is a Level 5 pay rate, to avoid a decrease in pay as a result of the proposed changes attached.

The proposed wage rate and description changes (attached) would continue to keep the Department of Parks and Recreation at the top of a highly competitive job market and to attract and retain quality staff.

Per the City of Livonia Charter, CHAPTER V, EXECUTIVE DIVISION, Section 16(b)(1) Powers and Duties of the Commission, the Civil Service Commission is given the authority to "establish and administer..., a schedule of compensation..." it is recommended that the Commission approve the job classification, description, and wage rate changes. These requests were reviewed and approved by the Personnel Review Committee, the Parks and Recreation Commission, and Mayor Brosnan and would be effective January 1, 2024.

COMMENTS BY THE HUMAN RESOURCES DIRECTOR:

Concur. 

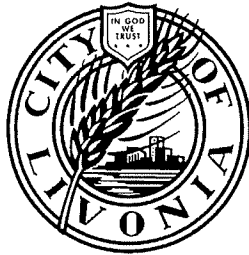
DEPARTMENT OF PARKS & RECREATION

**PARKS AND RECREATION
COMMISSION**

MARK JOHNSON
CHAIRPERSON

PAUL CONDON
KATHERINE JOLLY
CATHY KEVRA
KEVIN SUMMERS

15100 HUBBARD
LIVONIA, MICHIGAN 48154-3586
PHONE: (734) 466-2900
FAX: (734) 466-2679



MAUREEN MILLER BROSNAN
MAYOR

EDWARD DAVIS
SUPERINTENDENT

September 7, 2023

Civil Service Commission
City of Livonia
Livonia, MI 48154

Re: Proposed changes to Job Descriptions and Wages

Dear Members of the Commission:

The Parks and Recreation Department respectfully requests your concurrence in the proposed changes for part-time staff as approved by the Livonia Parks and Recreation Commission.

The Department of Parks and Recreation requests the following increases for part-time staff based on the highly competitive job market. Increases for Level 1 bring us to a cleaner number and remain above minimum wage. We recommend a \$.25 per hour increase for Levels 2-9, steps 1, 1.5, and 2. From step 2 to 3 a \$.50 per hour increase to encourage longevity.

Additionally, the Department reviewed the job classifications and descriptions. To attract and retain quality staff we recommend the following changes to Job Classifications:

Move Gym Supervisor to Level 3.
Archery Range Coordinator to Level 6.
Move Museum Collection Manager up to Level 7.
Move Camp Director to Level 7.
Costume Character to Level 8.
Various description language and age changes.

Attached are the updated Job Descriptions showing changes and proposed wages.

The Department budget for 2023 included a minimum wage increase for all levels.
These proposed changes will be an approximate \$40,000 increase in wages for 2024.

Thank you for your time and consideration of this request.

Respectfully,

Edward Davis
Superintendent

Attachments

**LIVONIA PARKS AND RECREATION
JOB DESCRIPTIONS**

LEVEL ONE

20232024 **STEP 1 \$12.37-40** **STEP 1.5 \$12.62-65** **STEP 2 \$12.87-90** **STEP 3 \$13.37-40**

QUALIFICATIONS:

1. Age requirement 15 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.

GENERAL REQUIREMENTS:

1. Hours of work vary.
2. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
3. Have the ability to work effectively with the public and department personnel.
4. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Pool Attendant – At assigned pools, assists swim instructors, assist with activity set-ups and cleanups and handle payments at outdoor pools.

Athletic Attendant –At assigned athletic facilities, assists with score keeping and site and event prep & clean-up. Has basic knowledge of **activities-sports** (i.e. basketball, volleyball, baseball, softball). **Minimum age required 16.**

Facility Attendant - At the Recreation Center, assists with activity set-ups and cleanups, special events, concessions, parties and handing out equipment.

Fit Hub Attendant – Works at the Recreation Center, cleans, vacuums around exercise machines and exercise areas/storage areas, picks up fitness equipment and assists and assists with class set-ups. Can be assigned additional tasks on an as needed basis.

LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL TWO

~~2023~~2024 STEP 1 \$13.~~40~~35 STEP 1.5 \$13.~~35~~60 STEP 2 \$13.~~60~~85 STEP 3 \$14.~~10~~-35

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Special Events Leader - Works with the Supervisor in planning programs, activities and special events and supervises staff and participants.

Marketing Assistant – Performs task relative to the departments marketing plan and strategies. Creativity and basic computer skills required. Minimum age required 18.

Kid Quarters Attendant – Interacts (playing games, crafts, reading) with children 12-under at the Kirksey Recreation Center while parent(s) are in facility.

Park Attendant – At assigned parks, cleans park and assist park users ~~as-needed~~during spring and summer. Minimum age required 18.

LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL THREE

20232024 STEP 1 \$~~13.75~~**14** STEP 1.5 \$~~14.00~~**25** STEP 2 \$~~14.25~~—**50** STEP 3 \$~~14.75~~**15**

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.
5. Aquatic Staff must possess a current American Red Cross Lifeguard Training or Nationally recognized certification, CPR for the Professional Rescuer, First Aid Certification and pass a swim test.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Front Desk 1— At the Recreation Center or Senior Center answers phone calls, processes registrations & admissions, provides information about memberships, classes & activities. Basic office and computer skills required.

Camp Counselor - Ensures the safety and well-being of all program participants. Assists in planning, organizing, and implementation of youth activities. Assist in set up, tear down, and clean-up of program activities, supplies, and equipment. Attend training to gain knowledge of current safety rules and departmental policies. ~~Minimum age required 18.~~

Jr. Swim Instructor - ~~Teaches or a~~Assists in the instruction of swim lessons, attends required training classes. Minimum age required 15.

Kid Quarters Supervisor — At Recreation Center, plans programs and daily activities for participants 12 and under. Assists parents, supervises, and schedules Kid Quarters Attendants. Minimum age required 18.

Park Supervisor — At assigned parks, cleans park, and provides assistance to park users. Supervises Park Attendants. Minimum age required 18.

Level Three cont.

Athletic Supervisor - Responsible for site & event prep & clean-ups, provides assistance to the public. Supervises Athletic Attendants. Possess basic knowledge of athletic activities (i.e. archery, basketball, volleyball, baseball, pickleball, softball). Minimum age required 18.

Gym Supervisor - Responsible for control of gymnasium during drop-in basketball or other sports. Manage a time clock, flow of players on the court and sign in sheet. Monitor and correct behavior in accordance to house rules. Minimum age 18.

Special Events Supervisor – Supervises Facility Attendants & Special Event Leaders. Assist in planning of programs, activities, and special events. Assists participants and the public and works with activity set-ups and cleanups.

LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL FOUR

20232024 STEP 1 \$14.~~45~~**70** STEP 1.5 \$14.~~70~~**95** STEP 2 \$14.~~95~~**15.30** STEP 3 \$15.~~45~~**80**

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.
5. Aquatic Staff must possess a current American Red Cross Lifeguard Training or Nationally recognized certification, CPR for the Professional Rescuer, First Aid Certification and pass a swim test.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Lifeguard 1 -At assigned pools, assists the public, ~~assist swim instructors~~**enforces pool rules, responds to emergencies** and performs activity set-ups and cleanups. **Additional duties may be assigned as necessary.** Minimum age required 15.

Party Supervisor - Supervises weekend party/rental operations and Facility Attendant. Works with custodians in assuring proper and timely cleaning and turnover of rooms between parties/rentals. Also assists with booking parties/rentals. Minimum age required 18.

Climbing Wall Belayer – Monitors Recreation Center Climbing Wall. Qualifies and records all participants and conducts belay, safety, and gear checks. Works during rentals and special wall events. ~~Climbing experience required.~~

Intern – Shadows full time staff learning various operations of the department. Will be required to organize and implement 1 to 2 programs based on length of internship. Must meet requirements of University Program.

Sports Official - Supervises and schedules Officials. Responsible for training of officials, is familiar with rule changes and works well with coaches. Possess advanced knowledge of sport (i.e. basketball, volleyball, baseball, pickleball, softball).

Level Four cont.

Therapeutic Recreation Counselor - Responsible for leading and supervising activities for persons with special needs. Assists in planning, organizing and conducts recreation activities for participants of assigned program. Lead and facilitate activities at assigned events and programs. Ensures the safety and well-being of program participants. Attend training in order to gain knowledge of current safety rules and departmental policies. Minimum age required 18.

Museum Collection Manager—Manages proper documentation of the museum collections, including accessioning and deaccessioning, cataloging, inventories, and other records; maintains the collections management database (Past Perfect) and object files; ensures proper care and preservation of the museum collections by managing the museum collections storage rooms, environmental conditions data and analysis, curatorial housekeeping, and conservation projects; and contributes to exhibition planning and installation, including overseeing incoming and outgoing loans. At least 3 years of professional experience managing art and artifact collections in a museum environment and thorough knowledge of collections management standards and best practices required.

Choir Director – Directs the Livonia Civic Chorus, works with Piano Accompanist in preparation of two major shows December & May. Practices 2 hours per week September through November. Strong music background required. Minimum age required 18.

Piano Accompanist – The Accompanist for the Livonia Civic Chorus, works with Choral Director in preparation of two major shows December & May. Practices 2 hours per week September through November. Strong piano accompanist background required.

LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL FIVE

20232024 STEP 1 \$15.05 30 STEP 1.5 \$ 15.30 55 STEP 2 \$15.55—80 STEP 3 \$16.05—30

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.
5. Aquatic Staff must possess a current American Red Cross Lifeguard Training or Nationally recognized certification, CPR for the Professional Rescuer, First Aid Certification and pass a swim test.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Swim Instructor – Teaches swim lessons independently, prepares lesson plans, attends required training classes.

Lifeguard 2 Days - At assigned pools, assists the public, ~~assist-swim-instructors enforces pool rules, responds to emergencies,~~ and performs activity set-ups and cleanups. ~~Additional duties may be assigned as necessary.~~ Available during day shift between 5:30am-5:00pm September- May. Minimum age required 18.

Lifeguard 2 Lead- At assigned pools, assists the public, ~~enforces pool rules, responds to emergencies, assists-swim-instructors~~ and performs activity set-ups and cleanups. ~~Assists-Pool Supervisor-with-onboarding-new-staff-and-Lifeguard-Instructors-with-in-services.~~ Other duties as assigned by Aquatic Supervisor. Minimum 1 year experience guarding ~~with-Livonia-Parks-and-Recreation~~ and in good standing.

Front Desk 2 - Minimum 3 years front desk experience at the Recreation Center. Answers phone calls, processes registrations & admissions, provides information about memberships, classes & activities. Basic office and computer skills required. Must have successfully completed Front Desk 1, Step 3.

Activity/Sports Instructor 1 - Plans and administers children and youth activities in a variety of different sports or instructional programming. Minimum of 1 year coaching/instructing experience required.

Level Five cont.

Camp Supervisor - Supervises Camp Counselors. Assists Camp Director with daily operations of summer camp programming. Assists in planning, organization, and implementation of various youth activities. Maintains accurate records and reports, as necessary. Ensure safety rules, departmental policies, and regulations are followed by staff and participants. Minimum age required 18.

Pool Maintenance - Is responsible for cleanliness, mechanical functions, proper pool chemical ratios, filtration systems, vacuuming, general cleanliness, opening aquatic facility, supervision of morning programs and general daily maintenance. Must be able to lift 50 pounds.

Athletic Coordinator - ~~Oversees and schedules Attendants & Supervisors.~~

Responsible for facility, equipment and working with coaches and sports officials. Possess advanced knowledge of sport (i.e. archery, basketball, volleyball, baseball, pickleball, softball). Minimum age required 18.

Park Coordinator – Oversees and schedules Attendants & Supervisors. Responsible for equipment and supplies, cleaning park and providing assistance to park users. Minimum age required 18.

Climbing Wall Instructor – Instructs classes at the Recreation Center Climbing Wall. Qualifies and records all participants and administers belay, safety, and gear checks. Works during rentals and special wall events. Climbing experience required.

~~**Gym Supervisor** – Responsible for control of gymnasium during drop-in basketball or other sports. Manage a time clock, flow of players on the court and sign in sheet. Monitor and correct behavior in accordance to house rules. Minimum age 18.~~

Therapeutic Recreation Supervisor -

Responsible for leading and supervising activities for persons with special needs. Supervises Therapeutic Recreation Counselors. Assists TR Coordinator in planning, organization, and implementation of events and activities as assigned. Maintains accurate records and reports as necessary. Ensure safety rules, departmental policies, and regulations are followed by staff and participants. May be used as a resource to help train other staff members as necessary. Minimum age required 18.

LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL SIX

20232024 STEP 1 \$16.~~4540~~ STEP 1.5 \$16.~~4065~~ STEP 2 \$16.~~6590~~ STEP 3 \$17.~~4540~~

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.
5. Aquatic Staff must possess a current American Red Cross Lifeguard Training or Nationally recognized certification, CPR for the Professional Rescuer, First Aid Certification and pass a swim test.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Lead Swim Instructor - Supervises swim lesson instructors, teaches in-services and trainings, evaluates program and instructors, organizes lessons on a day-to-day basis.

Pool Supervisor - Supervises an Aquatic (indoor/outdoor) Facility. Responsible for lifeguard staff and the cleanliness and safety of facility. Applicant will teach and/or attend skills training sessions as instructed. ~~Applicant must have Water Safety Instructor or~~ LGI certification preferred. and ~~Oxygen-administration.~~ Minimum age required 18.

Climbing Wall Coordinator – Programs all Recreation Center Climbing Wall activities, maintenance, and route setting. Schedules staff and works special wall events. Has knowledge of and demonstrates safety procedures associated with climbing.

Building Supervisor 1 - Supervises Recreation Center, Greenmead, or Senior Center facility operations including front desk operations, policy and procedure enforcement, guest services, maintenance needs, classes, programs, and events in addition to supervising part-time staff. Works after-hour events/rentals. Must be at least 19 years of age.

Level Six cont.

Special Events Coordinator - Oversees and schedules Attendants, Leaders & Supervisors. Plans youth activities, leisure programs, summer day camps and special events. Assist participants and the public. Minimum age required 18.

Fitness/Wellness Instructor - Plans and instructs specialty classes/programs at Recreation Center. Must have a strong background in exercise physiology, fitness and wellness. Must be enrolled in an accredited certification/licensing program and/or is a currently certified/licensed instructor.

CPR Instructor --Teaches CPR Classes to staff. Possess current certification through the American Heart Association or the American Red Cross as a CPR/AED Instructor. Minimum 2 years related teaching experience.

Camp Director - Plans, supervises, and coordinates summer day camps as assigned. Responsible for supervision and evaluation of Camp Supervisors and Camp Counselors. Ensures that camp activities and procedures are in compliance with state regulations. Monitors inventory and purchases program supplies and equipment as needed. Maintains accurate records and reports. Minimum age required 18.

Greenmead Tour Coordinator: Assists in scheduling docents for the various historic buildings for Sunday tours and various special event dates. Opens and operates gift shop during Sunday Tour dates. Collects admission fees for tours. Provides general information about Greenmead to park users. Basic office and computer skills required.

Archery Range Coordinator:
Supervises, schedules and trains all archery staff. Provides and oversees maintenance of archery range and archery range equipment. Provide recommendations and assists classes, special events, and additional archery programming. Must possess at least a Level 2 USA Archery instructor certification with advanced knowledge of the sport of archery. Must be CPR/First Aid Certified.

LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL SEVEN

2023 ~~2024~~ STEP 1 \$~~46.95~~ 17.20 STEP 1.5 \$~~17.20~~ 45 STEP 2 \$~~17.45~~ 70 STEP 3 \$~~17.95~~ 18.20

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.
5. Aquatic Staff must possess a current American Red Cross Lifeguard Training or Nationally recognized certification, CPR for the Professional Rescuer, First Aid Certification and pass a swim test.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Building Supervisor 2 – Has at least 3 years Building Supervisor experience at Recreation Center. Supervises facility operations including front desk operations, policy and procedure enforcement, guest services, maintenance needs, classes, programs, and events in addition to supervising part-time staff. Must be at least 21 years of age. Must have successfully completed Building Supervisor 1, Step 3.

Pool Maintenance Supervisor – Oversees Pool Maintenance staff. Is responsible for mechanical and general daily maintenance. Possess Certified Pool Operator, or Aquatic Facility Operator Certification and Oxygen Administration Certification. Must be able to lift 50 pounds. Minimum age required 18.

~~**Pool Programmer** – Programs or oversees aquatic classes and staff or swim-meets. Lead instruction of public offered classes. Minimum age required 18.~~

Activity/Sports Instructor 2 - Plans and administers children and adult activities in a variety of different sports or instructional programming. Minimum of 2 years coaching/instructing experience at high school level or above required. Archery instructors must have USA Archery Level 2 Instruction Certification at a minimum.

Level Seven cont.

Lifeguard Instructor - Teaches lifeguard classes to general public. Assists in staff training. Works independently. Possess current American Red Cross Lifeguard Instructor Certification. Holds current Basic Level Lifeguarding, CPR-PR, Oxygen Administration, and PDT certifications.

~~American Red Cross Lifeguard Instructor Trainer certifications preferred.~~

Therapeutic Recreation Coordinator – Responsible for leading and supervising activities for persons with special needs. Plans, supervises, and coordinates events and activities as assigned. Responsible for supervision and evaluation of TR Counselors and TR Supervisors. Ensures safety and well-being of staff and participants. Maintains accurate records and reports as necessary. Monitors inventory and purchases program supplies and equipment as needed. Responsible for interaction with participants, families, and staff members in a positive and professional manner. Minimum age required 18.

Garden Supervisor – Responsible for the supervision of participants of the Garden program at Greenmead Historical Park. Assists with opening and closing of gardens. Attend all gardener meetings. Ensure gardeners follow planting rules and maintain gardens throughout the season. Check for weed issues. Answer questions and provide assistance to gardeners. Gardening and/or horticulture experience required.

Naturalist – Plans and administers nature programming in a variety of locations. Develop, manage, and train volunteers to assist in the development of nature programs. Offers an opportunity to explore natural beauty and to learn about nature through classroom presentations, interpretative walks, and workshops. Must be able to teach to all ages and all backgrounds including young children. Create partnerships and manage contractors as needed. Minimum age required 21.

Museum Collection Manager – Manages proper documentation of the museum collections, including accessioning and deaccessioning, cataloging, inventories, and other records; maintains the collections management database (Past Perfect) and object files; ensures proper care and preservation of the museum collections by managing the museum collections storage rooms, environmental conditions data and analysis, curatorial housekeeping, and conservation projects; and contributes to exhibition planning and installation, including overseeing incoming and outgoing loans. At least 3 years of professional experience managing art and artifact collections in a museum environment and thorough knowledge of collections management standards and best practices required.

Camp Director - Plans, supervises, and coordinates summer day camps as assigned. Responsible for supervision and evaluation of Camp Supervisors and Camp Counselors. Ensures that camp activities and procedures are in compliance with state regulations. Monitors inventory and purchases program supplies and equipment as needed. Maintains accurate records and reports. Minimum age required 18.

LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL EIGHT

~~2023~~2024 STEP 1 \$19.00—25 STEP 1.5 \$19.25 50 STEP 2 \$19.50—75 STEP 3 \$20.00
25

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.
5. Aquatic Staff must possess a current American Red Cross Lifeguard Training or Nationally recognized certification, CPR for the Professional Rescuer, First Aid Certification and pass a swim test.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Technology Assistant - Assists in the design & trouble shooting of department software, implements new updates, is aware of a technology trends and train staff. Minimum 2 years experience.

Specialty Instructor – Plans and instructs specialized classes/programs. Advance knowledge of specialty. College/professional experience. Minimum age 21.

Programmer – Plan, organize, and implement a variety of recreation programs at multiple facilities. Coordinate with full time, seasonal and temporary staff. Assist in the preparation of marketing materials, purchasing, and facility reservations. Minimum age 21.

Costume Character – Wears themed costume at Department special events.

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LIVONIA PARKS AND RECREATION

JOB DESCRIPTIONS

LEVEL NINE

~~2023~~2024 STEP 1 \$22.00 25 STEP 1.5 \$22.25 50 STEP 2 \$22.50 75 STEP 3 \$23.00 25

QUALIFICATIONS:

1. Age requirement 16 years old or as specified.
2. Must be able to work weekdays, weekends and holidays.
3. Have the ability to lift a minimum of 35 pounds.
4. Have ability to demonstrate techniques and skills associated with position.

GENERAL REQUIREMENTS:

1. Have CPR/AED and First Aid Certification within 30 days of employment.
2. Hours of work vary.
3. Follows established daily-operating procedures, assures safety of participants and performs other duties as assigned by Supervisor.
4. Have the ability to work effectively with the public and department personnel.
5. Advancement to next Step will be considered after one year, if a minimum of 125 hours have been worked and a satisfactory employee evaluation has been obtained.

Position

Certified Fitness/Wellness Instructor - Plans and instructs specialty classes/programs.

Additional responsibilities can include special events, orientations, team meetings and seminar/workshop presentations Possess a strong background in exercise physiology, fitness and wellness. Experience preferred. A nationally recognized certification required.

PER CR#158-22 EFFECTIVE 5/21/2022

<u>1710 LEVEL ONE</u>		<u>1/1/2022</u>	<u>5/21/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
Athletic Attendant	Step 1	\$12.37	\$12.37	\$12.37	\$12.40
Facility Attendant	Step 1.5		\$12.62	\$12.62	\$12.65
Fit Hub Attendant	Step 2	\$12.55	\$12.87	\$12.87	\$12.90
Pool Attendant	Step 3	\$12.75	\$13.37	\$13.37	\$13.40

1720 LEVEL TWO

Kid Quarters Attendant	Step 1	\$12.95	\$12.95	\$13.10	\$13.35
Marketing Assistant	Step 1.5		\$13.20	\$13.35	\$13.60
Park Attendant	Step 2	\$13.15	\$13.45	\$13.60	\$13.85
Special Events Leader	Step 3	\$13.35	\$13.95	\$14.10	\$14.35

1730 LEVEL THREE

Athletic Supervisor	Step 1	\$13.60	\$13.60	\$13.75	\$14.00
Camp Counselor	Step 1.5		\$13.85	\$14.00	\$14.25
Front Desk I	Step 2	\$13.80	\$14.10	\$14.25	\$14.50
Jr. Swim Instructor	Step 3	\$14.00	\$14.60	\$14.75	\$15.00
Kid Quarters Supervisor					
Park Supervisor					
Special Events Supervisor					
Gym Supervisor					

1740 LEVEL FOUR

Choir Director	Step 1	\$14.30	\$14.30	\$14.45	\$14.70
Climbing Wall Belayer	Step 1.5		\$14.55	\$14.70	\$14.95
Intern	Step 2	\$14.50	\$14.80	\$14.95	\$15.30
Lifeguard I	Step 3	\$14.70	\$15.30	\$15.45	\$15.80
Museum Collections Manager					
Party Supervisor					
Piano Accompanist					
Sports Official					
Therapeutic Recreation Counselor					

1750 LEVEL FIVE

<u>1750 LEVEL FIVE</u>		<u>1/1/2022</u>	<u>5/21/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
Activity/Sports Instructor I	Step 1	\$14.90	\$14.90	\$15.05	\$15.30
Athletic Coordinator	Step 1.5		\$15.15	\$15.30	\$15.55
Camp Supervisor	Step 2	\$15.10	\$15.40	\$15.55	\$15.80
Climbing Wall Instructor	Step 3	\$15.30	\$15.90	\$16.05	\$16.30
Front Desk II					
Gym Supervisor					
Lifeguard II Days					
Lifeguard II Lead					
Park Coordinator					
Pool Maintenance					
Swim Instructor					
Therapeutic Recreation Supervisor					

1760 LEVEL SIX

Building Supervisor I	Step 1	\$16.00	\$16.00	\$16.15	\$16.40
Camp Director	Step 1.5		\$16.25	\$16.40	\$16.65
Climbing Wall Coordinator	Step 2	\$16.25	\$16.50	\$16.65	\$16.90
CPR Instructor	Step 3	\$16.50	\$17.00	\$17.15	\$17.40
Fitness/Wellness Instructor					
Greenmead Tour Coordinator					
Lead Swim Instructor					
Pool Supervisor					
Special Events Coordinator					
Archery Range Coordinator					

1770 LEVEL SEVEN

Activity/Sports Instructor II	Step 1	\$16.80	\$16.80	\$16.95	\$17.20
Building Supervisor II	Step 1.5		\$17.05	\$17.20	\$17.45
Garden Supervisor	Step 2	\$17.05	\$17.30	\$17.45	\$17.70
Lifeguard Instructor	Step 3	\$17.30	\$17.80	\$17.95	\$18.20
Naturalist					
Pool Maintenance Supervisor					
Pool Programmer					
Therapeutic Recreation Coordinator					
Museum Collection Manager					
Camp Director					

1780 LEVEL EIGHT

Programmer	Step 1	\$18.85	\$18.85	\$19.00	\$19.25
Specialty Instructor	Step 1.5		\$19.10	\$19.25	\$19.50
Technology Assistant	Step 2	\$19.10	\$19.35	\$19.50	\$19.75
Costume Character	Step 3	\$19.35	\$19.85	\$20.00	\$20.00

1790 LEVEL NINE

Certified Fitness/Wellness Inst.	Step 1	\$21.85	\$21.85	\$22.00	\$22.25
	Step 1.5		\$22.10	\$22.25	\$22.50
	Step 2	\$22.10	\$22.35	\$22.50	\$22.75
	Step 3	\$22.35	\$22.85	\$23.00	\$23.25

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

4. REQUEST TO APPROVE BUDGET ADJUSTMENTS FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2023: Department of Finance re: same.

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

Councilmember McIntyre said she was happy to see the budget item for the Governmental Affairs position has been reallocated.

Councilmember Bahr offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

4.

Finance
October 18, 2023

MEETING DATE

S110123/R111323

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE BUDGET ADJUSTMENTS FOR THE FISCAL YEAR ENDING NOVEMBER 30, 2023: Department of Finance re: same.

BACKGROUND DETAILS

We have reviewed the budget-to-actual comparison for fiscal year 2023 and identified areas where the results have been favorable, and funds could be reallocated for other purposes. A total budget of \$2,500,000 is proposed to be reallocated as described below.

1. Local Community Stabilization Authority (LCSA) Revenue - \$146,000 – As we have done the last several years, this revenue source was conservatively budgeted and actual revenue exceeds the adopted budget.
2. State Shared Revenue - \$100,000 – The budgeted amount was based on Michigan Department of Treasury estimates in the summer of 2022. Actual results exceeded the estimate.
3. Interest Income - \$900,000 – Earnings rate has increased significantly due to rate increases by the Federal Reserve.
4. Government Affairs - \$169,000 – Unused budget due to vacancy in Legislative Affairs Director position.
5. Telephone - \$25,000 – The installation of new fiber to remote locations has resulted in lower phone bills.
6. Labor Relations Contractual – \$40,000 – Settlement of the AFSCME contracts in the prior fiscal year resulted in less need for labor attorney services.
7. Police – \$160,000 – Costs for contractual services and prisoner housing came in lower than projected.
8. Police Staffing - \$900,000 – Vacant positions resulted in wages less than budgeted.
9. Planning – \$60,000 – Unused funds for professional services.

The administration considered the following options in determining the best use for the General Fund additional resources:

1. Leave the additional resources in the General Fund, thus increasing the unassigned fund balance.
2. Transfer the additional resources to the Building Improvement Fund (418) to be used for future building projects.
3. Make an additional contribution to the VEBA to reduce the unfunded liability for retiree healthcare.

It is our recommendation that the City split the additional resources between Option 2 and Option 3. The following reasons are offered in support of this recommendation:

1. Per the November 30, 2022, audited financial statements, the net OPEB liability for retiree healthcare is \$96.6 million. This is the City's largest liability. In fact, it exceeds all other bonded indebtedness, which totals only \$42 million.
2. The City has numerous aging buildings that will require significant repairs or replacement in future years.

Setting aside resources in a separate fund will lessen the financial impact when these costs are eventually incurred. If City Council concurs with this recommendation, it is requested that City Council:

1. Authorize an additional contribution to the VEBA in the amount of \$1,250,000.
2. Authorize an additional contribution to the Building Improvement Capital Projects Fund (418) in the amount of \$1,250,000.
3. Authorize a budget amendment to the following accounts:

General Fund		Increase	Decrease
101-000-573-000	LCSA Rev	146,000	
101-000-568-000	State Shared Rev	100,000	
101-000-665-000	Interest Inc	900,000	
101-175-702-000	Gov't Affairs Exp		169,000
101-261-853-000	Telephone Exp		25,000
101-271-813-000	Labor Relations Exp		40,000
101-701-818-800	Planning Exp		60,000
101-325-702-000	Police Staffing Exp		900,000
101-304-761-400	Police-Prisoner Housing		100,000
101-304-818-000	Police Cont Serv		60,000
101-265-995-418	Cont to Bldg Improv Fund	1,250,000	
101-265-995-737	Cont to VEBA	1,250,000	

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

Based upon the information provided above, it is recommended that City Council authorize the proposed budget amendment.

ATTACHMENTS

None

APPROVED BY



Michael Slater, Finance Director

Date: October 19, 2023



Maureen Miller Brosnan, Mayor

Date: October 19, 2023

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

6. REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT THROUGH OMNIA PURCHASING GROUP: Department of Parks and Recreation, re: for the renovation of Mies Park playground and play area, from budgeted funds.

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

Councilmember McIntyre confirmed that waiving a bid doesn't mean it is going to a specific company.

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

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

6.

Parks and Recreation October 5, 2023

MEETING DATE

S101623/R110123

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT THROUGH OMNIA PURCHASING GROUP: Department of Parks and Recreation, re: for the renovation of Mies Park playground and play area, from budgeted funds.

BACKGROUND DETAILS

The Department of Parks and Recreation is undertaking a project to renovate Mies Park's playground and play area. The current play structure is 22 years old (with some features being even older) and has reached the end of its lifespan. This playground has been identified in our current Capital Improvement Plan as a target for replacement. The current play area is not very accessible to those who use mobility assistance, and the features of the current playground are 22 years old, making repairs and replacement difficult.

We have been awarded funding from GameTime as part of the 2023 mParks Statewide Funding Initiative up to the amount of \$200,000 towards the Mies Park Playground renovation. A new playground will include the seven principles of inclusive playground design and provide the ability for the six key elements of play to be achieved through a fun, interactive, and imaginative play environment. This will help us work to promote a healthy Livonia and build community through play.

The total value of the project is \$273,576.50 of which GameTime is applying funding of \$79,273.95 reducing the cost to \$194,302.55. Add in \$5,300 in freight, which gives a final total of \$199,602.55. Of which, \$66,624 is from Wayne County District 12 grant and the remaining \$133,000 from the City of Livonia from budgeted funds.

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 Omnia pricing and no advantage to the City would result from competitive bidding.

Omnia is a nationwide channel to offer publicly awarded agreements to public entities. The use of Omnia allows government agencies to receive discounted pricing through their membership. This program does meet our Finance ordinance requiring competitive bidding. Attached is the quote, equipment information, and Omnia information.

We request that City Council authorize the Mayor and City Clerk to execute a contract in the amount of \$199,605.55 with Sinclair Recreation, 176 E Lakewood Blvd, Holland, MI 49424.

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

Game Time customer Primetime play unit for 5-12 year olds.

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

\$199,605.55

DETAILED WORK BEING PERFORMED

Purchase and installation of playground equipment.

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

Budgeted funds are available in account no. 208-756-974-000

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

N/A

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Using Omnia purchasing group, no advantage would result from competitive bidding.

ATTACHMENTS

1. Mies Park
2. Mies IGA 22.23

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: October 05, 2023



Michael Slater, Finance Director

Date: October 06, 2023



Date: October 06, 2023

Paul Bernier, City Attorney



Date: October 12, 2023

Maureen Miller Brosnan, Mayor

Intellectual Property of GameTime, a PlayCore Company. This is a design rendering. It is an interpretation and may not reflect exact site conditions.

Rendered in Custom Palette



City of Livonia Mies Park Playground





City of Livonia
Mies Park Playground

SINCLAIR
RECREATION, LLC
www.sinclair-rec.com

GameTime
A PlayCore Company
www.gametime.com



City of Livonia
Mies Park Playground

SINCLAIR
RECREATION, LLC
www.sinclair-rec.com

GameTime
A FLAXCORE Company
www.gametime.com

Rendered in Custom Palette



City of Livonia
Mies Park Playground

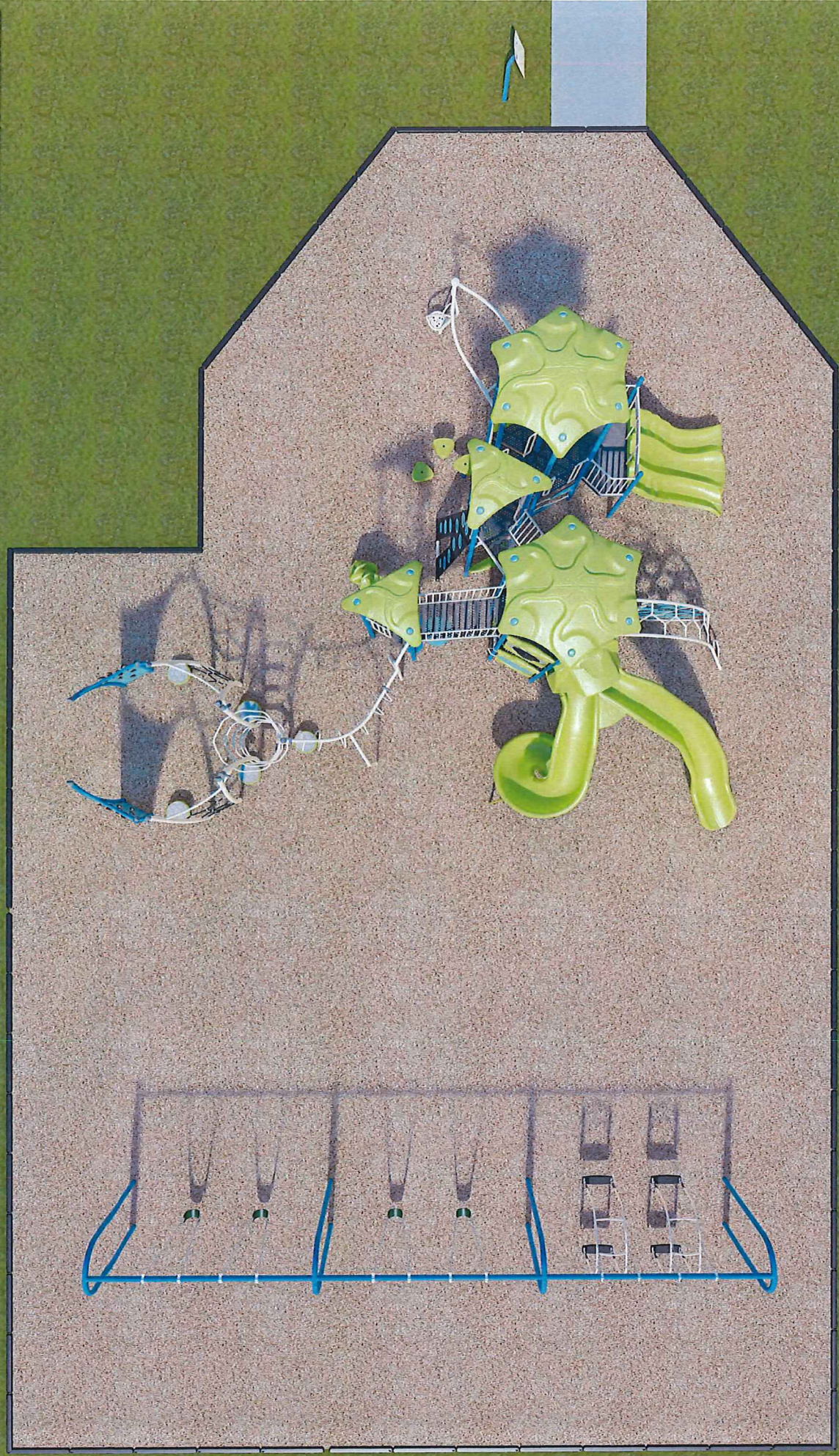
SINCLAIR
RECREATION, LLC
www.sinclair-rec.com

GameTime
A PLAYCORE Company
www.gametime.com

Photo by: City of Livonia

Photo by: City of Livonia

Intellectual property of GameTime & PlayCore Company. The data shown in rendering is an interpretation and may not reflect exact site conditions.

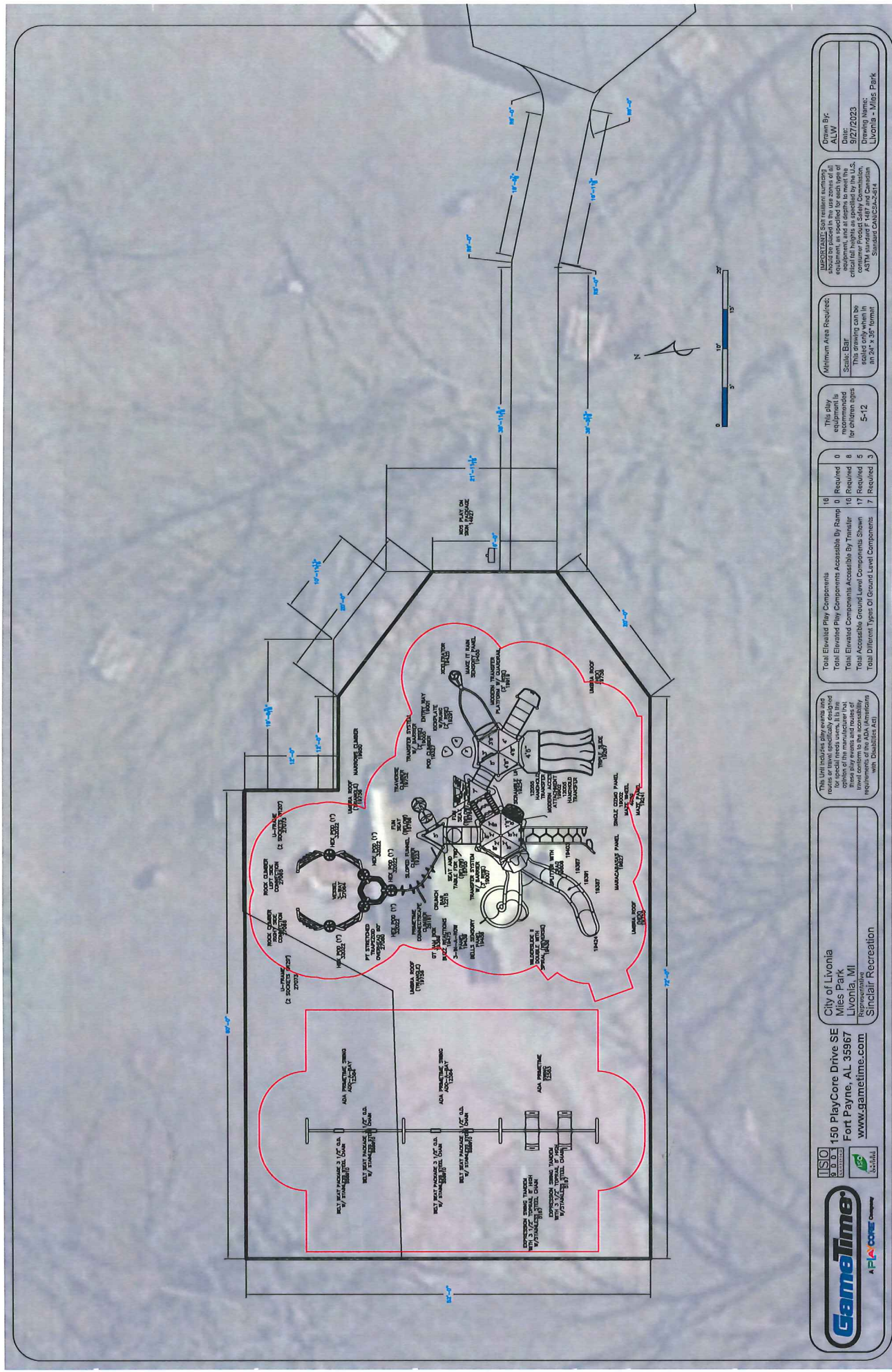


Rendered in Custom Palette



City of Livonia Mies Park Playground





150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

City of Livonia
Mies Park
Livonia, MI
Representative
Sinclair Recreation

This unit including play events are
designed for special needs users. It is the
responsibility of the user to ensure
these play events and routes of
travel conform to the accessibility
requirements of the Americans
with Disabilities Act.

Total Elevated Play Components	10	10
Total Elevated Play Components Accessible By Ramp	0	Required
Total Elevated Components Accessible By Transfer	8	Required
Total Accessible Ground Level Components Shown	17	Required
Total Different Types Of Ground Level Components	7	Required

This play
equipment is
designed for
children ages
5-12

Minimum Area Required:
Scale: 8:1
This drawing can be
scaled only when in
an 8 1/2" x 11" format

APPROVED: 507 million dollars
should be placed in the area of all
equipment, as specified for each type of
equipment, as specified by the U.S.
Consumer Product Safety Commission,
ASTM F1487-19 Standard Consumer
Standard C959-2014

Drawn By:
ALW
9/27/2023
Drawing Name:
Livonia - Mies Park



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/27/2023
 Quote #
 105045-01-01

Mies Park - 2023 Statewide Initiative

City of Livonia
 Attn: Billy Keppen
 33000 Civic Center Dr.
 Livonia, MI 48154
 Phone: 734-466-2415
 wkeppen@livonia.gov

Ship to Zip 48154

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom Primetime play unit for 5-12 year olds	\$156,864.00	\$156,864.00
		(5) 32022 -- Hex Pod Step (1')		
		(1) 4959 -- Maze Wheel		
		(2) 12023 -- 3 1/2" Uppt Ass'Y Alum 8'		
		(3) 12026 -- 3 1/2" Uppt Ass'Y Alum 11'		
		(2) 12055 -- Handhold Transfer		
		(7) 12077 -- 3 1/2" Uppt Ass'Y Alum 15'		
		(1) 12215 -- Crunch Bar Prime Time		
		(20) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18705 -- Seat And Table For Two 36"		
		(2) 18766 -- Fun Seat 36"		
		(9) 18832 -- Umbra Roof Extensn 2'		
		(6) 18833 -- Umbra Roof Extensn 3'		
		(1) 19001 -- Entry Way		
		(1) 19002 -- Single Gizmo Panel		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(1) 19007 -- Transfer System W/Barrier (3' Rise)		
		(1) 19223 -- Sloped Funnel Climber		
		(1) 19241 -- Maze Panel		
		(1) 19254 -- Scramble Up (4'6" & 5')		
		(1) 19267 -- Triple Slide		
		(1) 19291 -- 2' Kickplate W/ Rung		
		(1) 19327 -- Pod Climber		
		(1) 19369 -- Gt Jambox		
		(2) 19387 -- Right Curve Section Wilderslide li		
		(1) 19391 -- Support Wilderslide li		
		(1) 19403 -- Double Straight (2 Ft Section)		
		(1) 19424 -- Long Exit (Use On 7' & 8' Slides)		
		(1) 19425 -- Xcelerator		
		(1) 19438 -- Dbl w/Spiral Wilderslide II Rev		



GameTime c/o Sinclair Recreation
 176 E Lakewood Blvd
 Holland, MI 49424
 Ph: 800-444-4954
 Fax: 616-392-8634

09/27/2023
 Quote #
 105045-01-01

Mies Park - 2023 Statewide Initiative

Quantity	Part #	Description	Unit Price	Amount
		(1) 19439 -- 3 in a Row Panel		
		(1) 19455 -- Make it Rain Panel (Roto)		
		(1) 19456 -- Bells Panel (Roto)		
		(1) 19475 -- Buzz Game Panel		
		(1) 19752 -- Traverse Climber		
		(2) 19756 -- Umbra Triangle Roof		
		(2) 19758 -- Umbra Hex roof		
		(18) 19762 -- Umbra Roof Plug		
		(1) 19806 -- Splitter 8'		
		(1) 19827 -- Maracabras Panel		
		(1) 19902 -- Modern Access Attachment 1'-6" PT		
		(1) 19919 -- Modern Transfer w/Guardrail 3' Rise		
		(1) 19950 -- Narrows Climber (5'-7')		
		(6) 26094 -- Triangular Shroud		
		(1) 26161 -- 5'-0" Connectscape Climber		
		(1) 27064 -- Vessel 3 way		
		(1) 27065 -- Rock Climber left		
		(1) 27066 -- Rock Climber Right		
		(2) 27073 -- U-Frame with Hex Net 2 sockets		
		(1) 27080 -- Stretched Trapezoid Overhead - 60 Deg		
		(1) G12069 -- 3 1/2" Uprt Ass'Y Galv 14'		
		(11) G12077 -- 3 1/2" Uprt Ass'Y Galv 15'		
1	RDU	GameTime - Swings with Seats	\$10,761.00	\$10,761.00
		(2) 5167 -- Expression Swing Tandem		
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(2) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
66	4862	GameTime - 12" Playground Border	\$79.00	\$5,214.00
1	14927	GameTime - NDS Play On Sign Package		
1	INSTALL	GT-Impax - Removal and disposal of existing unit and single post swing set	\$15,750.00	\$15,750.00
1	INSTALL	GT-Impax - Excavation existing EWF and wood timbers to 12" below grade for new curbs and EWF surfacing- Includes excavation with removal of spoils of grassy area to expand play area and ~325 square feet for new sidewalk walkway leading to existing shelter.	\$12,500.00	\$12,500.00
4050	EWF	GT-Impax - 12" Compacted depth engineered wood fiber surfacing, blown in	\$2.75	\$11,137.50



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/27/2023
Quote #
105045-01-01

Mies Park - 2023 Statewide Initiative

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	GT-Impax - Installation of GameTime Equipment into excavated area	\$54,850.00	\$54,850.00
1	INSTALL	GT-Impax - Furnish and install concrete walkway between play area and shelter	\$6,500.00	\$6,500.00
Contract: OMNIA #2017001134			Sub Total	\$273,576.50
			Statewide Initiative Funding Applied	(\$79,273.95)
			Freight	\$5,300.00
			Total	\$199,602.55

Comments

Funding assistance provided by GameTime must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners. Representatives from mParks, GameTime, and PlayCore will select qualifying projects to be considered for funding assistance. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2023 Playground Design Guide apply. Freight, installation, surfacing, material surcharges, and applicable sales tax are extra and not included as part of the funding program. To qualify for a 100% matching funds assistance, this project must be purchased with a check/cash with order of \$98,865.05.

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Payment in full, check submitted with order.

Shipment: Order shall ship within 10-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.



GameTime c/o Sinclair Recreation
176 E Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954
Fax: 616-392-8634

09/27/2023
Quote #
105045-01-01

Mies Park - 2023 Statewide Initiative

Submittals: Our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. GameTime designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Please make P.O.s out to GameTime C/O Sinclair Recreation

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$199,602.55

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

(For Accounts Payable)

(To call before delivery)

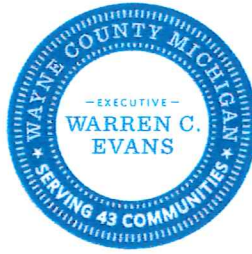
Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



July 7, 2023

Mr. Ted Davis, Superintendent
Livonia, Parks and Recreation
15100 Hubbard
Livonia, MI. 48154

Dear Mr. Davis

Please find the attached approved Intergovernmental Agreement for Park Millage funding 2022-2023 for improvements of Mies Park.

Per section 5.09, we look forward to the completion of your community project and for the County Executive participation in the ribbon cutting/dedication ceremonies which must be coordinated through the Wayne County Parks office.

Should you have any questions, please feel free to contact me at (734) 261-2022.

Sincerely,

Alicia C. Bradford, MSA, CPRP
Director

CERTIFICATION

STATE OF MICHIGAN)
)
CHARTER COUNTY OF WAYNE)

I, Pamela Lane, Acting Clerk of the County Board of Commissioners for the Charter County of Wayne, State of Michigan, do hereby certify that the attached Resolution No. 2023-433, *authorizing an intergovernmental agreement between the Charter County of Wayne and the City of Livonia not to exceed \$66,624 for improvements to Mies Park*, was duly adopted by the Wayne County Board of Commissioners on the FIFTEENTH day of JUNE, 2023 by the following:

YEAS: Commissioners Anderson, Basham, Clark-Coleman, Clemente, Daub, Haidous, Killeen, Kinloch, Marecki, Baker McCormick, Scott, Vice-Chair Pro Tempore Baydoun, Vice-Chair Palamara, Chair Bell -- 14

NAYS: None

NOT VOTING: None

ABSTAIN: None

EXCUSED: Commissioner Knezek -- 1

I further certify that the attached Resolution is a true, correct, and complete copy of the original of said Resolution on file and of record in the Journal of the Commission, and is of full force and effect. I also certify that the above-referenced meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Public Acts of Michigan of 1976, as amended, and that the minutes of the meeting are kept and will be or have been made available as required by the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the County of Wayne this 21st day of June, 2023.



PAMELA LANE
ACTING CLERK OF THE COMMISSION
CHARTER COUNTY OF WAYNE, MI

RESOLUTION

No. 2023-433

By Commissioner Marecki

RESOLVED, by the Wayne County Commission this 15th day of June, 2023 that approval be, and is hereby, granted authorizing an intergovernmental agreement between the Charter County of Wayne and the City of Livonia not to exceed \$66,624 for improvements to Mies Park, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the agreement is from June 15, 2023 through September 30, 2025 and the cost of the agreement will be charged to Account No. 208 44935 817000 (Park-Millage Capital Improv); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned agreement on behalf of the Charter County of Wayne.

[Intergovernmental Agreement on File]

(2023-60-027)

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE CITY OF LIVONIA

for

Improvements to

MIES PARK

FY 2022-2023

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THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the City of Livonia, a Michigan municipal corporation (hereinafter "City").

1. PURPOSE

1.01 The County and City have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at Mies Park, located in the City (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Mayor of the City or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The term of this Agreement shall commence upon approval by the Wayne County Commission and **shall terminate on September 30, 2025 at 11:59 p.m.**

3.02 If City fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2022-2023 funding provided by the County for the recreational Project **shall not exceed Sixty Six Thousand Six Hundred Twenty Four Dollars (\$66,624).**

5. CITY'S COVENANTS

5.01 Prior to construction of any portion of the Project, City shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 City warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. City shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 City shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 City shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and

subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse City for any unapproved costs or costs outside the scope of this Agreement.

5.05 City shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 City shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 City agrees that in consideration of the financial commitment that the County is providing for the Project, City shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 City will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. City shall install the signage prior to the Project's completion.

5.09 City agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). City further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by City, not to exceed the amount stated in Section 4.01.

6.03 City may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 City must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date City receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, City must furnish, without charge, copies of all information, books, records, data, reports, etc., of City, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by City or any of its contractors, subcontractors, consultants or agents. City must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to City pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with City administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due City, City shall pay to the County on demand the amount of compensation in question. If City fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to City but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid City in any concurrent, successive or future agreements between the parties.

7.04 City further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 City must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 City will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the City as insured or beneficiary.

11. HOLD HARMLESS

11.01 City agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by City as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or City or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 City warrants to the County that City will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 City warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of City's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 City will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal

regulations. City must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of City, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, City must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of City's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, City shall immediately disclose the findings to the County. If the County decides to proceed with the Project, City shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. City or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by City as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;

- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 City must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written and signed by duly authorized representatives of both parties and approved by resolutions adopted by the Livonia City Council and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 City shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. City also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 City agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. City will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by City to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon City.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 City acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If City or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that City is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, City covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 City and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing City ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to City:

Department of Parks and Recreation
City of Livonia
15100 Hubbard
Livonia, Michigan 48154

If to the County:

Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No

waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity by the County or City, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Livonia City Council and the County Commission. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

25. SIGNATURE

25.01 The County and City, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGES]

City of Livonia

Mies Park

County Commission approved
and execution authorized by Resolution

No. 2023-433

Date: 6/15/23

DocuSigned by:

CHARTER COUNTY OF WAYNE

By: Brian Manning Gov

Warren C. Evans

Its: County Executive

Date: 6/21/2023 | 3:00:25 PM EDT

City of Livonia

Mies Park

Livonia City Council approved
and execution authorized by Resolution

No. 086-23

Date: 03/13/23

CITY OF LIVONIA

By: Maureen Miller Brosnan
Maureen Miller Brosnan

Its: Mayor

Date: 04/03/23

CITY OF LIVONIA

BY: Susan M. Nash
SUSAN M. NASH

IT'S: CITY CLERK
33000 CIVIC CENTER DRIVE
LIVONIA, MI 48154

APPROVED

Michael E. Gristen
Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

BY: Michael E. Gristen
DATE: 3/30/2023

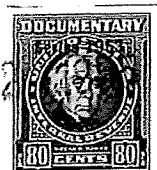
Pursuant to Resolution # 086-23

Adopted by City Council on 3-13-23

EXHIBIT A: LEGAL DESCRIPTIONS

WARRANTY DEED Statutory Form

KNOW ALL MEN BY THESE PRESENTS: That SHELLEN LAND COMPANY, a Michigan Corporation, conveys and warrants to the CITY OF LIVONIA, a Municipal Corporation, whose street number and post office address is 33001 Five-Mile Road, Livonia, Michigan, the following described premises situated in the City of Livonia, County of Wayne and State of Michigan, to wit:



A parcel of land of part of the Southwest 1/4 of Sec. 34, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan more particularly described as follows: Beginning at a point in the East and West 1/4 line distant North 88 degrees 36 minutes 13 seconds West 100.0 feet from the center post of said section 34; thence continuing along said East and West 1/4 line North 88 degrees 36 minutes 13 seconds West a distance of 484.0 feet to a point; thence South 1 degree 23 minutes 47 seconds West a distance of 163.0 feet to a point of tangency with a curve; thence Southwesterly 152.35 feet along the arc of a curve having a radius of 180.0 feet, an interior angle of 48 degrees 29 minutes 42 seconds and lying Southeasterly of the long chord of 147.84 feet bearing South 25 degrees 38 minutes 38 seconds West; thence South 1 degree 08 minutes 54 seconds West a distance of 373.60 feet to a point of tangency with a curve; thence Southeasterly 401.04 feet along the arc of a curve having a radius of 603.00 feet and interior angle of 38 degrees 06 minutes 23 seconds and lying Southwesterly of the long chord of 393.66 feet bearing South 17 degrees 54 minutes 19 seconds East; thence South 88 degrees 36 minutes 13 seconds East and parallel to the East and West 1/4 line of a distance of 417.50 feet to a point; thence North 1 degree 08 minutes 54 seconds East and parallel to the North and South 1/4 line a distance of 1043.00 feet to the place of beginning; excepting therefrom the North 43 feet of the foregoing parcel which were on April 13, 1950, conveyed to the Board of County Road Commissioners of Wayne County, Michigan; the said remaining parcel conveyed hereby containing 11.89 acres of land, more or less,

L12434 PA 488

for the sum of One (\$1.00) Dollar and other valuable considerations, subject to subsisting restrictions and easements of record.

Dated this 25th day of January, A.D. 1955.

Signed and Sealed:

Signed, Sealed and Delivered in Presence of:

SHELDEN LAND COMPANY,
a Michigan Corporation

Rollin Balsley
(Rollin Balsley)

By W. Warren Shelden (L. S.)
(W. Warren Shelden)

Its President
(President)

And Allan Shelden III (L. S.)

Its Treasurer
(Treasurer)

Thelma E. Pickley
(Thelma E. Pickley)

(Corporate Seal)

In the STATE OF MICHIGAN, COUNTY OF WAYNE, ss.

On this 25th day of January, A.D. 1955, before me personally appeared W. Warren Shelden and Allan Shelden III, to me personally known, who being by me sworn, did each for himself say that they are respectively the President and Treasurer and of SHELDEN LAND COMPANY, a Michigan Corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said W. Warren Shelden and Allan Shelden III acknowledged said instrument to be the free act and deed of said corporation.

Rollin Balsley
(Rollin Balsley)
Notary Public, Wayne County, Michigan

My commission expires: October 1, 1955.

DEPARTMENT OF PARKS & RECREATION

**PARKS AND RECREATION
COMMISSION**

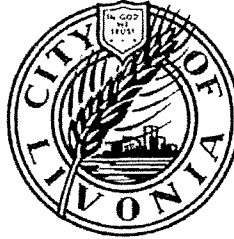
MARK JOHNSON
CHAIRPERSON

PAUL CONDON
KATHERINE JOLLY
CATHY KEVRA
KEVIN SUMMERS

15100 HUBBARD
LIVONIA, MICHIGAN 48154-3586
(734) 466-2410 RECREATION DIVISION
FAX: (734) 466-2679

MAUREEN MILLER BROSNAN
MAYOR

EDWARD DAVIS
SUPERINTENDENT



January 19, 2023

Ms. Alicia Bradford
Director, Wayne County Parks Division
33175 Ann Arbor Trail
Westland, Michigan 48185

Re: Millage Funding Request for 2022-23 Fiscal Year

Dear Ms. Bradford,

The City of Livonia is proposing a Mies Park playground replacement for District 12. The City of Livonia is aiming to improve Mies Park, by removing the existing play structures which are over 25 years old and replacing them with an accessible playground.

This new project is the complete removal of the existing play structure, and installation of an accessible playground and surface.

The goal of these projects is to create safe, dramatic, and fitting atmospheres while also increasing the practical use, accessibility, and safety of the facilities.

If approved, work will be completed by Fall 2024.

The total budget plan for Mies Park is \$200,000. With \$66,624 budgeted for 2022/23 Wayne County funds and the remainder from municipal funds.

Thank you once again for your consideration of this project for Wayne County Parks Millage funding. Please let me know if you need any further information regarding this request.

Sincerely,

Edward Davis
Superintendent

Attachments

EXHIBIT C: SIGNAGE SPECIFICATIONS



WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached, please find sketch and samples of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

All parks millage signs must include language that states, made possible through the Wayne County Parks millage in cooperation with (*place your municipality name here*)

- Sign size 48' x 30' $\frac{3}{4}$ ' marine grade plywood or other composite material
- Sign is to be one sided, two sides is optional
- To be cut with "carriage" style top i.e. arched (optional)
- Color options are determined by the municipality
- Font should be traditional styles in Helveticas, Arial, Times New Roman
- Include County Logo (Blue-43 communities) County Executive and County Commissioners
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical post shall be 4x6 weather proof timbers routed on 4' side to accommodate the sign, staining of posts optional
- Bury post a minimum of 42' into ground and backfill with dirt and compost, concrete footing is optional
- Bottom of sign shall be 2ft. minimum above grade
- Sign will be secured to post with flat head Galvanized wood screws (approx. # 10) 2 per post (min.)
- Proof to be provided of final design prior to fabrication and installation

We are flexible on fabrication and colors as long as it resembles the example attached. Any request to deviate from the signage should be directed to the Parks Director.

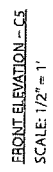
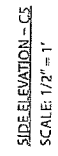
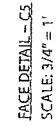


Exhibit D: INSURANCE COVERAGES

City, at its expense, or any contractors, subcontractors, consultants or agents retained by City (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher insurance

limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the

Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the City, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

OFFICE OF THE CITY CLERK
CITY OF LIVONIA

The undersigned, Susan M. Nash, City Clerk of the City of Livonia, does hereby certify that at a Regular Meeting of the Council of the City of Livonia held March 13, 2023 in the Auditorium of City Hall, 33000 Civic Center Drive, Livonia, at which time and place the following members of the Council were present: Kathleen McIntyre, Laura Toy, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and Jim Jolly. The following resolution was made and adopted:

#086-23 RESOLVED, that having considered a communication from the Superintendent of Parks and Recreation, dated February 15, 2023, which bears the signatures of the Director of Finance and the City Attorney and is approved for submission by the Mayor, to which is attached Intergovernmental Agreements between the County of Wayne and the City of Livonia in connection with utilizing grant funds in the amount of \$96,179.00 and \$66,624.00 to be used for improvements at Ben Celani Play Area for the addition of a park pavilion and Mies Park for the replacement of outdated playground equipment, with City participation estimated to be \$0.00 for the Ben Celani Play Area and \$135,000.00 for the Mies Park equipment, for a total estimated cost of \$300,000.00, the Council does hereby approve the proposed Intergovernmental Agreements between the County of Wayne and the City of Livonia and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to execute the Intergovernmental Agreements in the manner and form herein submitted, subject to approval as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution; FURTHER, the Council does hereby authorize the grant funds to be deposited in Account No. 208-000-581-100, County Grant Revenue, when received; FURTHER, the Ben Celani Play Area project is expected to be completed in 2023 and the Mies Park project in 2024 with City funds and reimbursed by the County.

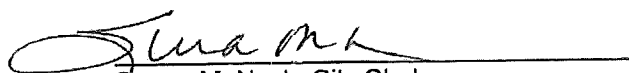
A roll call vote was taken on the foregoing resolution with the following result:

AYES: McIntyre, Toy, Bahr, Donovic, Morgan, McCullough, and Jolly

NAYS: None

The President declared the resolution adopted.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature on this 23rd day of March 2023.


Susan M. Nash, City Clerk
City of Livonia, Wayne County, Michigan

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

7. AWARD OF BID: Department of Parks and Recreation, re: for various types of clothing for a two (2) year period, 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:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

7.

Parks and Recreation October 18, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

AWARD OF BID: Department of Parks and Recreation, re: for various types of clothing for a two (2) year period, from budgeted funds.

BACKGROUND DETAILS

The Department of Parks and Recreation has taken bids for various types of clothing for a two (2) year period. Specifications were prepared by the Department, and an advertisement for bids was placed on the MITN website. Eight (8) bids were received and opened in the presence of the Bid Committee at 2:00 p.m. on October 7, 2023. One bid from Hilton Screeners was disqualified as they did not submit a pricing sheet.

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

The Parks and Recreation Department is asking Council to award the bid items to the low bidders as indicated on the attached result breakdown sheets for 2023 through 2025 purchases.

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

Various types of clothing.

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

N/A

DETAILED WORK BEING PERFORMED

N/A

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

Funds are available in the following accounts 208.755.768.000, 208.776.764.000, 101.759.766.000, 101.752.764.000, 101.758.760.000 and 208.755.776.040.

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

Awards will be given to lowest bidder for each item.

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

ATTACHMENTS

1. 2023-2025 Results

APPROVED BY



Date: October 18, 2023

Ted Davis, CPRP, Superintendent of Parks and Recreation



Date: October 19, 2023

Michael Slater, Finance Director



Date: October 19, 2023

Maureen Miller Brosnan, Mayor

2023/2025 CLOTHING BID RESULTS

Item #	Approx. Quantity	Sources, Inc. Ogden, UT	Blink Marketing Cleveland, OH	Lamacs, Inc. Troy, MI	AdWear and Specialty of Texas	Express Press Springfield, MO	Seaside Companies Millsboro, DE	Jonah's Enterprises Brooklyn, NY
1								
Ad S-Ad XL	70	\$ 7.81	\$ 5.91	\$ 8.25	\$ 5.11	\$ 5.56	\$ 13.24	\$ 23.03
Ad 2XL	32	\$ 10.40	\$ 8.19	\$ 9.25	\$ 7.11	\$ 7.56	\$ 16.43	\$ 25.60
Ad 3XL	8	\$ 11.84	\$ 10.03	\$ 10.25	\$ 9.11	\$ 8.56	\$ 18.44	\$ 27.47
Total		\$ 974.22	\$ 756.02	\$ 955.50	\$ 658.10	\$ 699.60	\$ 1,600.08	\$ 2,651.06
2								
Ad M-Ad XL	95	\$ 14.86	\$ 16.19	\$ 17.25	\$ 13.93	\$ 13.85	\$ 22.43	\$ 34.12
Ad 2XL	5	\$ 19.70	\$ 19.86	\$ 21.25	\$ 16.93	\$ 15.85	\$ 29.60	\$ 38.09
Total		\$ 1,510.20	\$ 1,637.35	\$ 1,745.00	\$ 1,408.00	\$ 1,395.00	\$ 2,278.85	\$ 3,431.85
3								
Ad S-Ad XL	50	\$ 14.63	\$ 15.19	\$ 17.75	\$ 13.93	\$ 12.81	\$ 22.43	\$ 24.72
Ad 2XL	15	\$ 18.39	\$ 18.86	\$ 18.75	\$ 16.93	\$ 14.81	\$ 29.60	\$ 28.69
Ad 3XL	5	\$ 20.89	\$ 21.01	\$ 19.75	\$ 19.93	\$ 15.81	No Bid	\$ 31.01
Total		\$ 1,111.80	\$ 1,147.45	\$ 1,267.50	\$ 1,050.10	\$ 941.70	\$ 1,565.50	\$ 1,821.40
4								
Ad M-Ad XL	30	\$ 11.60	\$ 9.91	\$ 10.00	\$ 8.50	\$ 9.20	\$ 18.79	\$ 19.03
Total		\$ 348.00	\$ 297.30	\$ 300.00	\$ 255.00	\$ 276.00	\$ 563.70	\$ 570.90
5								
Ad S-Ad XL	60	\$ 7.47	\$ 9.01	\$ 9.25	\$ 7.50	\$ 5.56	\$ 13.24	\$ 23.03
Total		\$ 448.20	\$ 540.60	\$ 555.00	\$ 450.00	\$ 333.60	\$ 794.40	\$ 1,381.80
6								
Ad S-Ad XL	20	\$ 16.34	\$ 15.03	\$ 19.00	\$ 8.50	\$ 14.50	\$ 18.79	\$ 24.55
Total		\$ 326.80	\$ 300.60	\$ 380.00	\$ 170.00	\$ 290.00	\$ 375.80	\$ 491.00
7								
Ad M-Ad XL	140	\$ 7.90	\$ 5.04	\$ 8.50	\$ 5.11	\$ 6.34	\$ 13.20	\$ 25.23
Ad 2XL	40	\$ 10.21	\$ 7.31	\$ 10.50	\$ 7.11	\$ 8.34	\$ 16.43	\$ 27.70
Total		\$ 1,514.40	\$ 998.00	\$ 1,610.00	\$ 999.80	\$ 1,221.20	\$ 2,505.20	\$ 4,640.20
8								
Ad M-Ad XL	100	\$ 7.90	\$ 5.73	\$ 10.50	\$ 5.11	\$ 6.34	\$ 13.20	\$ 25.23
Ad 2XL	16	\$ 10.21	\$ 8.00	\$ 11.50	\$ 7.11	\$ 8.34	\$ 16.43	\$ 27.70
Ad 3XL	8	\$ 11.65	\$ 9.84	\$ 12.50	\$ 9.11	\$ 9.34	\$ 18.44	\$ 29.67
Total		\$ 1,046.56	\$ 779.72	\$ 1,334.00	\$ 697.64	\$ 842.16	\$ 1,730.40	\$ 3,203.56
9								
Ad M-Ad XL	50	\$ 11.88	\$ 9.01	\$ 13.00	\$ 8.49	\$ 9.56	\$ 16.89	\$ 28.78
Ad 2XL	20	\$ 13.63	\$ 10.74	\$ 14.00	\$ 10.49	\$ 11.56	\$ 19.24	\$ 30.64
Ad 3XL	6	\$ 15.88	\$ 12.98	\$ 15.00	\$ 12.49	\$ 12.56	\$ 21.91	\$ 33.06
Total		\$ 961.88	\$ 743.18	\$ 1,020.00	\$ 709.24	\$ 784.56	\$ 1,360.76	\$ 2,250.16
10								
Ad S-XL	12	\$ 12.66	\$ 9.91	\$ 19.00	\$ 10.00	\$ 9.20	\$ 18.79	\$ 19.03
Total		\$ 151.92	\$ 118.92	\$ 228.00	\$ 120.00	\$ 110.40	\$ 225.48	\$ 228.36
11								
Ad S-XL	95	\$ 7.59	\$ 5.93	\$ 8.00	\$ 5.11	\$ 5.56	\$ 13.24	\$ 22.59
Ad 2XL	5	\$ 9.91	\$ 8.19	\$ 9.50	\$ 7.11	\$ 7.56	\$ 16.44	\$ 24.81
Total		\$ 770.60	\$ 604.30	\$ 807.50	\$ 521.00	\$ 566.00	\$ 1,340.00	\$ 2,270.10

2023/2025 CLOTHING BID RESULTS

Item #	Approx. Quantity	Sources, Inc. Ogden, UT	Blink Marketing Cleveland, OH	Lamacs, Inc. Troy, MI	AdWear and Specialty of Texas	Express Press Springfield, MO	Seaside Companies Millsboro, DE	Jonah's Enterprises Brooklyn, NY
12A								
Youth M-Lg	300	\$ 6.53	\$ 5.43	\$ 7.15	\$ 3.89	\$ 5.56	\$ 13.14	\$ 22.50
Ad S-Med	80	\$ 6.93	\$ 5.81	\$ 8.15	\$ 5.89	\$ 5.56	\$ 13.24	\$ 23.04
Ad Lg-XL	30	\$ 6.93	\$ 5.81	\$ 8.15	\$ 7.89	\$ 7.56	\$ 13.24	\$ 23.04
Total		\$ 2,721.30	\$ 2,268.10	\$ 3,041.50	\$ 1,874.90	\$ 2,339.60	\$ 5,398.40	\$ 9,284.40
12B								
Ad M-XL	50	\$ 6.93	\$ 5.81	\$ 8.15	\$ 5.93	\$ 5.56	\$ 13.24	\$ 41.84
Ad 2XL	5	\$ 9.23	\$ 8.06	\$ 9.15	\$ 7.93	\$ 7.56	\$ 16.43	\$ 44.28
Total		\$ 392.65	\$ 330.80	\$ 453.25	\$ 336.15	\$ 315.80	\$ 744.15	\$ 2,313.40
Total 12A&12B		\$ 3,113.95	\$ 2,598.90	\$ 3,494.75	\$ 2,211.05	\$ 2,655.40	\$ 6,142.55	\$ 11,597.80
13								
Youth S-Med	50	\$ 10.41	\$ 8.53	\$ 13.00	\$ 6.49	\$ 11.08	\$ 16.66	\$ 38.26
Ad S-XL	500	\$ 10.01	\$ 9.58	\$ 14.00	\$ 6.49	\$ 11.08	\$ 15.31	\$ 38.20
Ad 2XL-3XL	50	\$ 14.16	\$ 12.20	\$ 15.00	\$ 8.49	\$ 13.08	\$ 20.57	\$ 42.46
Total		\$ 6,233.50	\$ 5,826.50	\$ 8,400.00	\$ 3,994.00	\$ 6,748.00	\$ 9,516.50	\$ 23,136.00
14								
Yth S-Lg	450	\$ 35.44	\$ 9.75	\$ 25.00	\$ 8.67	\$ 15.48	\$ 21.06	\$ 40.28
Ad S-XL	75	\$ 36.79	\$ 9.75	\$ 26.00	\$ 8.67	\$ 15.48	\$ 21.06	\$ 40.94
Ad 2XL	40	\$ 36.81	\$ 11.63	\$ 27.00	\$ 10.67	\$ 17.48	\$ 22.97	\$ 42.37
Ad 3XL	10	No Bid	\$ 16.00	\$ 28.00	\$ 11.67	\$ 19.48	\$ 26.80	\$ 49.15
Total		\$ 20,179.65	\$ 5,743.95	\$ 14,560.00	\$ 5,095.25	\$ 9,021.00	\$ 12,243.30	\$ 23,382.80
15								
Yth S-Lg	275	\$ 35.94	\$ 9.19	\$ 25.00	\$ 8.67	\$ 15.48	\$ 21.06	\$ 40.27
Ad S-Ad XL	50	\$ 37.29	\$ 9.19	\$ 26.00	\$ 8.67	\$ 15.48	\$ 21.06	\$ 40.93
Ad 2XL	15	\$ 37.31	\$ 11.06	\$ 27.00	\$ 10.67	\$ 17.48	\$ 22.97	\$ 42.36
Ad 3XL	10	\$ 41.26	\$ 15.44	\$ 28.00	\$ 11.97	\$ 18.48	\$ 26.80	\$ 45.03
Total		\$ 12,720.25	\$ 3,307.05	\$ 8,860.00	\$ 3,097.50	\$ 5,478.00	\$ 7,457.05	\$ 14,206.45
16A								
Yth M-Lg	100	\$ 6.92	\$ 5.43	\$ 12.00	\$ 4.89	\$ 5.56	\$ 13.14	\$ 34.10
Ad S-Med	30	\$ 7.32	\$ 5.81	\$ 12.00	\$ 4.89	\$ 5.56	\$ 13.24	\$ 34.64
Total		\$ 911.60	\$ 717.30	\$ 1,560.00	\$ 635.70	\$ 722.80	\$ 1,711.20	\$ 4,449.20
16B								
Ad S-Lg	30	\$ 7.32	\$ 5.81	\$ 12.00	\$ 8.00	\$ 5.56	\$ 13.24	\$ 34.64
Ad 2XL	10	\$ 9.62	\$ 8.06	\$ 12.00	\$ 10.00	\$ 7.56	\$ 16.43	\$ 37.08
Total		\$ 315.80	\$ 254.90	\$ 480.00	\$ 340.00	\$ 242.40	\$ 561.50	\$ 1,410.00
Total 16A&16B		\$ 1,227.40	\$ 972.20	\$ 2,040.00	\$ 975.70	\$ 965.20	\$ 2,272.70	\$ 5,859.20
17								
One size fits all	750	\$ 9.70	\$ 9.16	\$ 15.00	\$ 7.49	\$ 8.81	\$ 16.47	\$ 22.06
Total		\$ 7,275.00	\$ 6,870.00	\$ 11,250.00	\$ 5,617.50	\$ 6,607.50	\$ 12,352.50	\$ 16,545.00
18								
Ad S-XL	45	\$ 17.19	\$ 15.19	\$ 17.00	\$ 13.93	\$ 12.81	\$ 22.43	\$ 24.72
Ad 2XL	10	\$ 19.20	\$ 18.86	\$ 18.00	\$ 16.93	\$ 14.81	\$ 29.60	\$ 28.69
Total		\$ 965.55	\$ 872.15	\$ 945.00	\$ 796.15	\$ 724.55	\$ 1,305.35	\$ 1,399.30
19								
Ad S-XL	12	\$ 16.24	\$ 13.49	\$ 18.00	\$ 13.97	\$ 13.72	\$ 23.56	\$ 32.29
Ad 2XL	5	\$ 17.49	\$ 14.74	\$ 19.00	\$ 16.97	\$ 15.72	\$ 24.99	\$ 33.64
Total		\$ 282.33	\$ 235.58	\$ 311.00	\$ 252.49	\$ 243.24	\$ 407.67	\$ 555.68
20								
Ad S-Ad XL	95	\$ 25.08	\$ 19.19	\$ 26.00	\$ 16.93	\$ 19.69	\$ 29.50	\$ 38.85
Ad 2XL	5	\$ 26.71	\$ 27.13	\$ 27.00	\$ 19.93	\$ 21.69	\$ 34.73	\$ 44.94
Total		\$ 2,516.15	\$ 1,958.70	\$ 2,605.00	\$ 1,708.00	\$ 1,979.00	\$ 2,976.15	\$ 3,915.45
21								
Ad S-Ad XL	20	\$ 7.46	\$ 4.84	\$ 8.50	\$ 5.89	\$ 5.09	\$ 13.93	\$ 23.46
Ad 2XL	4	\$ 9.36	\$ 6.68	\$ 9.50	\$ 7.89	\$ 7.09	\$ 16.41	\$ 25.66
Total		\$ 186.64	\$ 123.52	\$ 208.00	\$ 149.36	\$ 130.16	\$ 344.24	\$ 571.84
22								
Ad S-Ad XL	20	\$ 24.63	\$ 19.69	\$ 25.00	\$ 18.97	\$ 20.73	\$ 29.50	\$ 33.65
Ad 2XL	4	\$ 26.26	\$ 23.88	\$ 26.00	\$ 22.97	\$ 22.73	\$ 34.73	\$ 39.74
Total		\$ 597.64	\$ 489.32	\$ 604.00	\$ 471.28	\$ 505.52	\$ 728.92	\$ 831.96

2023/2025 CLOTHING BID RESULTS

Item #	Approx. Quantity	Sources, Inc. Ogden, UT	Blink Marketing Cleveland, OH	Lamacs, Inc. Troy, MI	AdWear and Specialty of Texas	Express Press Springfield, MO	Seaside Companies Millsboro, DE	Jonah's Enterprises Brooklyn, NY
23								
Ad M-Ad XL	20	\$ 11.53	\$ 5.33	\$ 8.50	\$ 7.50	\$ 6.34	\$ 13.20	\$ 34.63
Ad 2XL	8	\$ 13.84	\$ 7.38	\$ 9.50	\$ 9.50	\$ 8.34	\$ 16.43	\$ 37.10
Ad 3XL	3	\$ 15.28	\$ 8.83	\$ 10.50	\$ 11.50	\$ 9.34	\$ 18.44	\$ 39.07
Total		\$ 387.15	\$ 192.13	\$ 277.50	\$ 260.50	\$ 221.54	\$ 450.76	\$ 1,106.61
24								
Ad M-XL	40	\$ 19.94	\$ 68.66	\$ 25.00	\$ 40.57	\$ 39.72	\$ 22.34	\$ 32.33
Ad 2XL	15	\$ 19.94	\$ 72.25	\$ 26.00	\$ 43.57	\$ 41.72	\$ 23.00	\$ 32.79
Ad 3XL	5	\$ 19.94	\$ 82.26	\$ 27.00	\$ 46.67	\$ 42.72	\$ 25.59	\$ 33.27
Total		\$ 1,196.39	\$ 4,241.45	\$ 1,525.00	\$ 2,509.70	\$ 2,428.20	\$ 1,366.55	\$ 1,951.40
25								
Ad S-XL	425	\$ 28.20	\$ 13.68	\$ 10.00	\$ 5.79	\$ 8.69	\$ 14.56	\$ 33.54
Ad 2XL	50	\$ 28.20	\$ 14.81	\$ 11.00	\$ 7.79	\$ 10.69	\$ 14.56	\$ 33.54
Ad 3XL	25	\$ 28.20	\$ 17.43	\$ 12.00	\$ 9.79	\$ 11.69	\$ 14.56	\$ 33.72
Total		\$ 14,100.00	\$ 6,990.25	\$ 5,100.00	\$ 3,095.00	\$ 4,520.00	\$ 7,280.00	\$ 16,774.50
26								
Ad S-Ad M	25	\$ 9.54	\$ 5.81	\$ 8.00	\$ 7.50	\$ 5.56	\$ 13.24	\$ 34.64
Ad Lg-XL	15	\$ 11.84	\$ 8.06	\$ 9.00	\$ 9.50	\$ 5.56	\$ 16.43	\$ 34.64
Ad 2XL-3XL	10	\$ 13.21	\$ 9.83	\$ 10.00	\$ 11.50	\$ 8.06	\$ 18.44	\$ 37.97
Total		\$ 548.20	\$ 364.45	\$ 435.00	\$ 445.00	\$ 303.00	\$ 761.85	\$ 1,765.30
27								
Ad S-XL	20	\$ 16.24	\$ 13.49	\$ 18.00	\$ 15.97	\$ 13.72	\$ 23.56	\$ 43.89
Ad 2XL	4	\$ 17.49	\$ 14.74	\$ 19.00	\$ 17.97	\$ 15.72	\$ 24.99	\$ 45.24
Total		\$ 394.76	\$ 328.76	\$ 436.00	\$ 391.28	\$ 337.28	\$ 571.16	\$ 1,058.76
28								
Ad S-XL	20	\$ 11.84	\$ 9.49	\$ 12.00	\$ 10.97	\$ 9.12	\$ 13.24	\$ 39.57
Ad 2XL	4	\$ 13.49	\$ 10.74	\$ 13.00	\$ 12.97	\$ 11.12	\$ 16.43	\$ 40.92
Total		\$ 290.76	\$ 232.76	\$ 292.00	\$ 271.28	\$ 226.88	\$ 330.52	\$ 955.08
29								
Ad S-XL	12	\$ 16.24	\$ 13.49	\$ 17.00	\$ 15.97	\$ 13.72	\$ 23.56	\$ 43.89
Ad 2XL	4	\$ 17.49	\$ 14.74	\$ 18.00	\$ 17.97	\$ 15.72	\$ 24.99	\$ 45.24
Total		\$ 264.84	\$ 220.84	\$ 276.00	\$ 263.52	\$ 227.52	\$ 382.68	\$ 707.64
30								
Ad S-XL	95	\$ 16.74	\$ 14.49	\$ 17.50	\$ 12.97	\$ 14.76	\$ 23.56	\$ 43.89
Ad 2XL	5	\$ 17.99	\$ 15.74	\$ 18.50	\$ 14.97	\$ 16.76	\$ 24.99	\$ 45.24
Total		\$ 1,680.25	\$ 1,455.25	\$ 1,755.00	\$ 1,307.00	\$ 1,486.00	\$ 2,363.15	\$ 4,395.75
31								
Ad S-XL	95	\$ 9.03	\$ 7.18	\$ 8.00	\$ 5.25	\$ 7.13	\$ 15.20	\$ 35.99
Ad 2XL	5	\$ 11.43	\$ 9.18	\$ 9.00	\$ 7.25	\$ 9.13	\$ 17.49	\$ 38.15
Total		\$ 915.00	\$ 728.00	\$ 805.00	\$ 535.00	\$ 723.00	\$ 1,531.45	\$ 3,609.80

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

10. AWARD OF BID: Public Works Division, re: for supplying the Road Maintenance Section with hot and cold Bituminous Materials for the period of September 1, 2023, through August 31, 2024.

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

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

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW
October 3, 2023

MEETING DATE

S101623/R110123

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Public Works Division, re: for supplying the Road Maintenance Section with hot and cold Bituminous Materials for the period of September 1, 2023 through August 31, 2024.

BACKGROUND DETAILS

The Public Service Division has taken bids for bituminous materials, such as cold patch, and various sizes of asphalt, in accordance with the requirements of the Finance Ordinance and the 2023-2024 approved budget for the Road Maintenance Section (Account No. 101-463-782-000).

Bid invitations were placed on the Michigan Inter-governmental Trade Network (MITN) on August 21, 2023. Three (3) bids were received and opened in the presence of the Bid Committee at 2:00 p.m. on September 5, 2023.

Except for the cold patch, all materials are picked up at the vendor's plant location by DPW personnel and equipment. It is important to note that the final pricing reflects round trip mileage to and from the vendor's plant at \$0.415 per ton/mile. All mileage is confirmed via the most direct route according to Google Maps.

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

It is the recommendation of the Public Service Division that the following bid, for both hot and cold bituminous material, which meet specifications, be accepted to supply the Public Works Division (Road Maintenance Section) with the bituminous materials specified at the unit prices bid for the period September 1, 2023 through August 31, 2024:

Ajax Materials, 1957 Crooks Rd., Suite #A, Troy, MI 48084

M.D.O.T. 13A HMA	\$ 90.50 per ton
M.D.O.T. 36A HMA	\$ 92.50 per ton
Cold Patch 192 <i>Delivered</i>	\$130.00 per ton (sole bidder)
Cold Patch UPM Delivered	\$135.00 per ton

Nagle Paving, 39525 W. 13 Mile Rd., Suite 300, Novi, MI 48377

M.D.O.T. 1500 T 20 AAA HMA	\$ 96.50 per ton (sole bidder)
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It is further recommended that, in the event the lowest bidder is unable to furnish the materials, the second lowest bidder, which also meets specifications, be accepted as alternates to supply the Public Works Division (Road Maintenance Section) with the bituminous materials specified at the

unit prices bid for the period September 1, 2023 through August 31, 2024:

Cadillac Asphalt, 2575 Haggerty Rd., Canton, MI 48188

M.D.O.T. 13A HMA	\$ 94.00 per ton
M.D.O.T. 36A HMA	\$ 93.00.00 per ton
Cold Patch UPM Delivered	\$145.00 per ton

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

Various road paving mixtures. Amounts vary depending upon repairs needed.

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

Sufficient funds are budgeted in the amount of \$90,000 in account no. 101-463-782-000.

DETAILED WORK BEING PERFORMED

Providing asphalt paving mixtures

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

\$90,000 101-463-782-000

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

Lowest and sole bidders selected

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

ATTACHMENTS

1. Bituminous Bid Tab 9-5-2023

APPROVED BY



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

Date: October 03, 2023



Date: October 06, 2023

Don Rohraff, Director of Public Works

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

Date: October 09, 2023

Michael Slater, Finance Director

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

Date: October 12, 2023

Maureen Miller Brosnan, Mayor

Bid Opening Sheet – Bituminous Materials & Asphalt Paving Mixture – Bid Due Date 09/05/2023 Page 1 of __1__

VENDOR NAME	AJX Materials		Cadillac Asphalt		Nagle Paving	
CITY/STATE	Troy, MI		Canton, MI		Novi, MI	
	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. MDOT 13A HMA	90.50	9050.00	94.00	9,400.00	96.50	9,650.00
2. MDOT 36A HMA	92.50	1850.00	93.00	1,860.00	99.00	1,980.00
3. COLD PATCH -ASPHALTIC MATERIAL – PAVE 192 DELIVERED	130.00	6500.00	No bid	No bid	No bid	
4. COLD PATCH MATERIAL – QPR DELIVERED	No bid		No bid		No bid	
5. COLD PATCH MATERIAL – UPM DELIVERED	135.00	67,500.00	145.00	72,500.00	No bid	
6. MDO 1500 T 20 AAA	No bid		No bid		96.50	4,825.00
7. TOTAL ALL ITEMS 1-6		84,900.00		83,760.00		16,455.00

City Representatives: Enna Bachelor, Purchasing Manager

Leslie Rohraff, Office of the City Clerk

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

11. REQUEST TO APPROVE 2024 ROAD REPAIR PROGRAM: Engineering Division, re: as reviewed by the Citizens Advisory Committee on Roads for the second year of the ten-year paving millage approved by the Livonia residents.

Todd Zilincik, City Engineer, presented the request to Council.

Councilmember McIntyre thanked Mr. Zilincik, the Road Advisory Committee, and the citizens for their work.

Councilmember Donovic offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

Engineering
October 19, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE 2024 ROAD REPAIR PROGRAM: Engineering Division, re: as reviewed by the Citizens Advisory Committee on Roads for the second year of the ten-year paving millage approved by the Livonia residents.

BACKGROUND DETAILS

Included in this report is the suggested 2024 Road Repair Program as prepared by the Department of Public Works and reviewed by the Citizens Advisory Committee on Roads. For 2024, this will be the second year of the ten-year road paving renewal millage approved by Livonia residents for pavement repairs on the entire road system in 2022.

2024 Road Repair Program Development

The Department of Public Works, using the PASER system, established a rating for each road segment throughout the City to use in the evaluation of the current road condition. The PASER Ratings were performed by City staff using ROADSOFT Software by driving 373.51 miles of roads and were last completed through September 2, 2022 with supplemental ratings on the new sections that were completed after September 2022 thru the end of August 2023. There are 60.52 miles classified as Major and 312.99 miles classified as local. The breakdown by streets by type is as follows: 58.9% or 219.91 miles of concrete; 39.4% or 147.43 miles of asphalt; 1.7% or 6.17 miles of composite; and 1.47 miles of unpaved (gravel). The PASER Rating information is on the City Website for the public to review and reference. The PASER Ratings are to be completed every 2 years and will be scheduled again in the summer / fall of 2024. By performing this task in-house, City staff gain first-hand knowledge of the condition of our streets. The 2023 Transportation Asset Management Plan (TAMP) Report was submitted to the Michigan Transportation Asset Management Council (TAMC) for their approval and required every 3 years. The report entails the assets of pavement, bridges, culverts and traffic signals. It is placed on the City website for viewing and assist in planning and funding for future repairs to maintain the City's infrastructure.

The Department assigns the funding available for the year in each of the road repair categories; reconstruction, rehabilitation, and planned preventative maintenance. Our staff has analyzed the data and generated a list of streets and scheduled the type of repair along with a cost estimate of those repairs. The list has been reviewed by the Engineering and Road Maintenance staffs to verify the road conditions, recommend the repair treatments, and better arrange the work to efficient contract groupings. The list was then reviewed by the Citizens Advisory Committee on Roads at two (2) separate meetings. The first meeting held on October 5, 2023 and the second meeting on October 18, 2023, both included discussions on the proposed locations for concrete, asphalt, and selective slabs as well as public commentary. In addition to the Committee, staff and Mayor

Brosnan attended the meeting on October 5, 2023 and two (2) members of the public attended on October 18, 2023. The Department staff considered the Committee's recommendations for the Road Repair Program and the list is contained herein for the Council's approval.

Recommendations

The list of repair locations including the repair method is shown on Attachment 1. There are a total of 59 street segments (4 of which were designed and deferred from 2023). The estimated cost of street repairs are approximately \$10.2 million (\$4.5 million for concrete, \$4.1 million for asphalt and \$1.6 million for selective slab maintenance) shown on the proposed list for 2024. The final street repairs will be based upon the bids received for consideration on extending contracts as allowed and the final approval by City Council on the 2024 Budget for street repairs. The anticipated mix of fixes for our road network will consist of the following: 54% Reconstruction, 30% Rehabilitation and 16% Maintenance.

The Citizens Advisory Committee on Roads has concurred with this list based on available funding.

In addition to these programmed locations, the following Wayne County and MDOT major road construction projects are scheduled to begin in 2024.

Wayne County

Rehabilitation of Middlebelt Road (Joy Road to Plymouth Road)

Rehabilitation of Inkster Road (Joy Road to West Chicago Road)

Intersection concrete reconstruction completion of the middle section with Wayne County at 7 Mile and Newburgh

Various resurfacing project on specific locations by Wayne County Maintenance Crews in cooperation with their designated subcontractors

MDOT

Road Reconstruction / Repairs to all roadways, exit ramps, bridge, and bike trail along I-96 and M-14 between Sheldon Road in Plymouth Township and Newburgh Road in Livonia (3-year project)

Final construction items for completion from the reconstruction of I-275 northbound lanes from I-94 to Six Mile Road with the rehabilitation of the bridges (2024 is the 4th year of a 4-year project)

6 Mile Bridge over I-275 approach pavement for the exit and entrance points

All of these road projects represent our proposed list for construction in 2024. It is subject to change based on the consulting engineer's evaluation and final design, the bid prices received, and the project programming by the Wayne County Department of Public Services and the Michigan Department of Transportation (MDOT).

In order to proceed with the 2024 Road Repair Program, it is recommended that the Council approve the 2024 Road Repair Program as proposed by the Department of Public Works and shown on the attached Proposed 2024 Road Repair Program list and recommended by the Citizens

Advisory Committee on the Roads in the attached resolution.

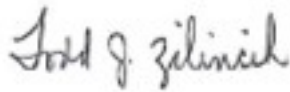
PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

In order to proceed with the 2024 Road Repair Program, it is recommended that the Council approve the 2024 Road Repair Program as proposed by the Department of Public Works and shown on the attached Proposed 2024 Road Repair Program list and recommended by the Citizens Advisory Committee on the Roads in the attached resolution.

ATTACHMENTS

1. 2024 Alpha List 2024 Road Repair Program 09-18-23
2. 2024 Proposed Road Program Segment Map DRAFT 09-16-23
3. AGENDA October 5, 2023
4. AGENDA October 18, 2023
5. Completed Sign In Sheet for 10-18-23 CRAC Meeting
6. Advisory Committee Resolution - Approval of 2024 Road Program, 10.18.23
7. Resolution from Citizen Road Advisory Committee rev 10/18/23

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: October 19, 2023



Don Rohraff, Director of Public Works

Date: October 19, 2023



Michael Slater, Finance Director

Date: October 19, 2023



Maureen Miller Brosnan, Mayor

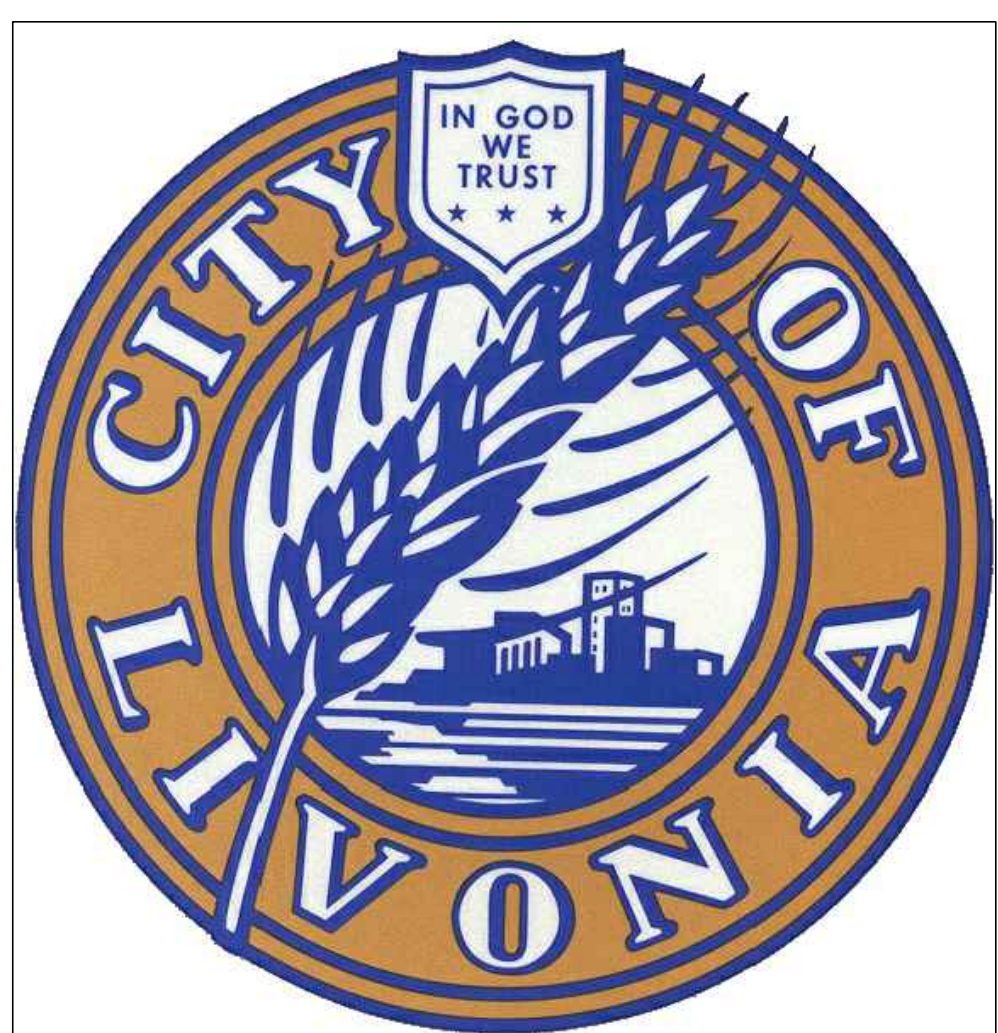
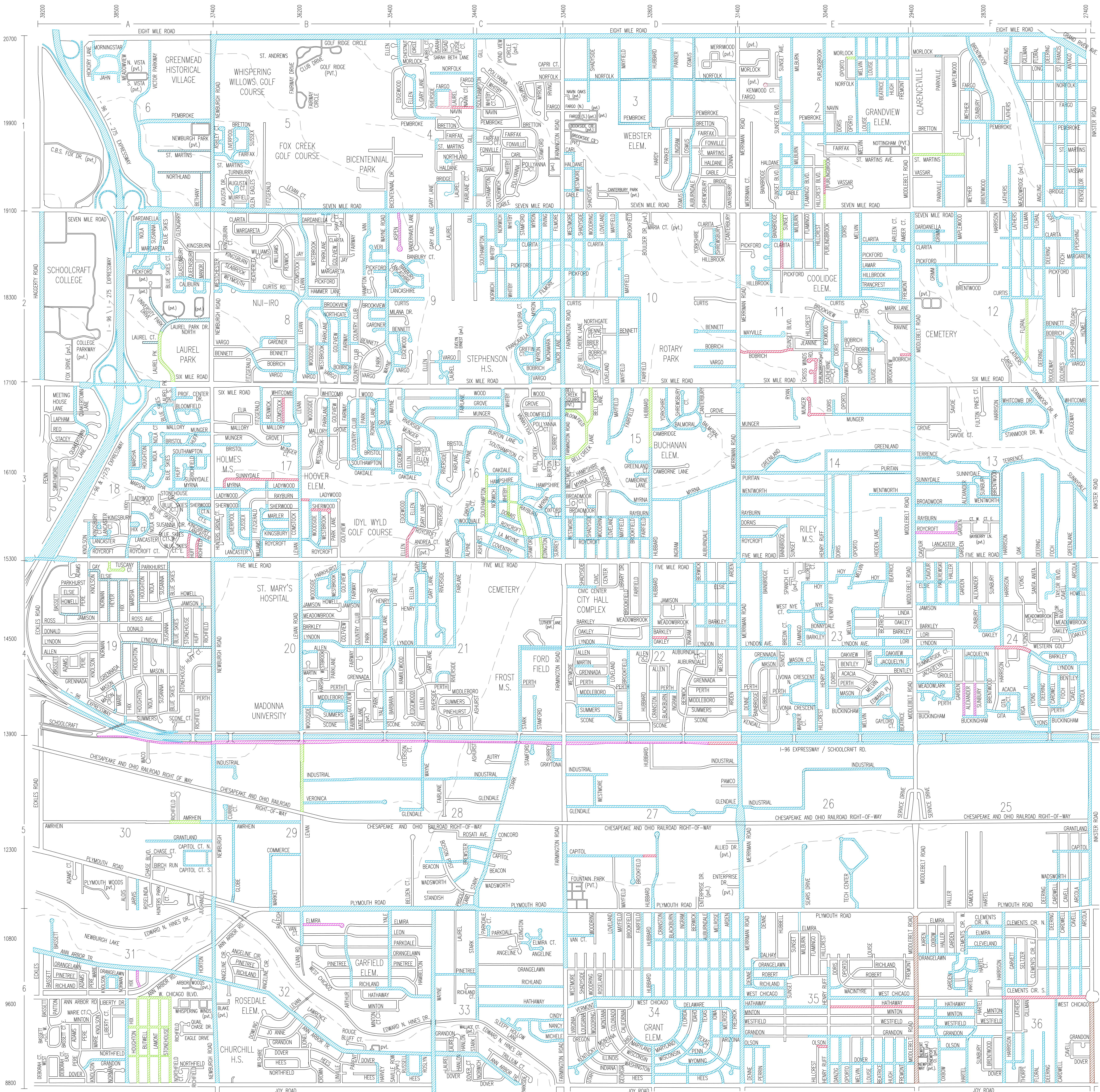
Date: October 19, 2023

**Projected Road Segments for 2024 Road Repair Program
(Proposed List)**

10/19/2023

SUBJECT TO CHANGE BASED ON FUNDING						
Street Name	From	To	Section	Pavement Type	PASER Rating	Type of Treatment
St. Martins Ave	Middlebelt Rd	Weyher Ave	1	Asphalt	4	Rehabilitation
Kenwood Ct	#30947 Kenwood Ct	Dead End	2	Concrete	5	Reconstruction
Morlock Ave	Oporto Ave	Melvin Ave	2	Asphalt	3	Rehabilitation
Purlingbrook Rd	#19321 Purlingbrook Rd	#19385 Purlingbrook Rd	2	Concrete	5	Reconstruction
Purlingbrook Rd	#19385 Purlingbrook Rd	St. Martins Ave	2	Asphalt	5	Rehabilitation
Purlingbrook Rd	Seven Mile Rd	#19321 Purlingbrook Rd	2	Asphalt	4	Rehabilitation
Navin Ave	Laurel Ave	Gill Rd	4	Concrete	4	Reconstruction
*Laurel Park Dr	Six Mile Rd	#17841 Laurel Park Dr	7	Asphalt	4	Rehabilitation
Bobrich Ave	Merriman Rd	Sunset Blvd	11	Concrete	5	Reconstruction
Bobrich Ave	Middlebelt Rd	Dead End	11	Concrete	4	Reconstruction
Cross Winds Ct	Cross Winds Rd	Dead End	11	Concrete	5	Reconstruction
Cross Winds Rd	Six Mile Rd	Dead End	11	Concrete	5	Reconstruction
Sunset Blvd	Clarita Ave	Seven Mile Rd	11	Asphalt	4	Rehabilitation
Sunset Blvd	Pickford Ave	Clarita Ave	11	Concrete	5	Reconstruction
*Floral Ave	Lathers Dr	Curtis Ave	12	Asphalt	4	Rehabilitation
Munger Ave	#30400 Munger Ave	Dead End	14	Concrete	4	Reconstruction
Hubbard Rd	#16360 Hubbard Rd	Six Mile Rd	15	Asphalt	5	Rehabilitation
*Bell Creek Lane	6 Mile Road	Farmington Road	15	Asphalt	4	Rehabilitation
*Bloomfield Avenue	Farmington Road	Bell Creek Lane	15	Asphalt	4	Rehabilitation
Edington Rd	Five Mile Rd	Roycroft Ave	16	Asphalt	5	Rehabilitation
Ellen Dr	Five Mile Rd	Roycroft Ave	16	Concrete	4	Reconstruction
Southampton Rd	Roycroft Ave	Oakdale Ave	16	Asphalt	4	Rehabilitation
Stamford Rd	Roycroft Ave	Rayburn Ave	16	Asphalt	5	Rehabilitation
Whitby Rd	Dorais Ave	Hampshire Rd	16	Asphalt	4	Rehabilitation
Comstock Dr	Mallory Dr	Whitcom Dr	17	Concrete	5	Reconstruction
Ladywood Rd	Levan Rd	Woodside Dr	17	Concrete	5	Reconstruction
Sherwood Dr	Woodside Dr	Park Ln	17	Concrete	4	Reconstruction
Sunnydale Ave	Myrna Ave	Levan Rd	17	Concrete	5	Reconstruction
Huff Ave	Five Mile Rd	Lancaster Ave	18	Concrete	4	Reconstruction
Richfield Ave	Five Mile Rd	Lancaster Ave	18	Concrete	4	Reconstruction
Tuscany Ct	Five Mile Rd	Dead End	19	Asphalt	4	Rehabilitation
Oakley Ave	Hubbard Rd	#32240 Oakley Ave	22	Concrete	5	Reconstruction
Lyndon Ave	Harrison Rd (West)	Lyons Ave	24	Concrete	4	Reconstruction
Alexander Ave	Buckingham Ave	Meadowlark Ave	24	Concrete	5	Reconstruction
Sunbury Ave	Buckingham Ave	Meadowlark Ave	24	Concrete	5	Reconstruction
Capitol Ave	#32432 Capitol Ave	Hubbard Ave	27	Concrete	4	Reconstruction
Levan Rd	CSX Railroad Tracks	Schoolcraft Rd	29	Asphalt	4	Rehabilitation
Amrhein Rd	#37521 Amrhein Rd	#38101 Amrhein Rd	30	Asphalt	5	Rehabilitation
Butwell St	Joy Rd	West Chicago Blvd	31	Asphalt	5	Rehabilitation
Houghton Ave	Joy Rd	West Chicago Blvd	31	Asphalt	4	Rehabilitation
Lamont St	Joy Rd	West Chicago Blvd	31	Asphalt	5	Rehabilitation
Minton Ave	Hix Rd	Stonehouse Ave	31	Asphalt	5	Rehabilitation
Northfield Ave	Hix Rd	Stonehouse Ave	31	Asphalt	5	Rehabilitation
Stonehouse Ave	Joy Rd	West Chicago Blvd	31	Asphalt	4	Rehabilitation
West Chicago Blvd	Houghton Ave	Stonehouse Ave	31	Asphalt	5	Rehabilitation
Hathaway Ave	Henry Ruff Rd	Middlebelt Rd	35	Concrete	4	Reconstruction
Olson Ave	Henry Ruff Rd	Hillcrest Ave	35	Concrete	4	Reconstruction
West Chicago Ave	Harrison Ave	Inkster Rd	36	Concrete	4	Reconstruction
Selective Slab Program, 24-J						
Navin Ave	Riverside Dr	Laurel Ave	4	Concrete	5	Maintenance
Laurel Ave	Navin Ave	Fargo St	4	Concrete	6	Maintenance
Aspen Dr	Seven Mile Rd	Dead End	9	Concrete	6	Maintenance
Garden Ave	Roycroft Ave	Rayburn Ave	13	Concrete	5	Maintenance
Roycroft Ave	Middlebelt Rd	Garden Ave	13	Concrete	7	Maintenance
Schoolcraft Rd	Farmington Rd	Merriman	27	Concrete	5	Maintenance
Schoolcraft Rd	Yale	Farmington Rd	28	Concrete	5	Maintenance
Schoolcraft Rd	Newburgh Rd	Yale Ave	29	Concrete	5	Maintenance
Schoolcraft Rd	#38881 Schoolcraft Rd	Newburgh Rd	30	Concrete	5	Maintenance
Houghton Ave	Richland Ave	Ann Arbor Tr.	31	Concrete	6	Maintenance
Elmira Ave	Levan Rd	Dead End	32	Concrete	4	Maintenance
25 Miscellaneous Locations Throughout City As Determined By DPW/Engineering						
*Note: Four (4) Street Segments were designed in 2023 and deferred until 2024 Construction for various reasons and will be given top						
TOTAL = 59 Segments (35 Concrete and 24 Asphalt)						

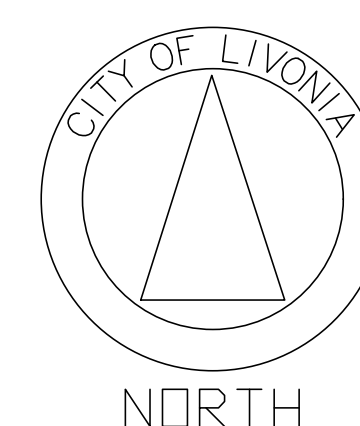
24 Reconstruction Segments
24 Rehabilitation Segments
11 Maintenance Segments



—	WAYNE COUNTY PROJECT	
—	PROPOSED 2024 ASPHALT ROAD PROJECTS	\$ 4.1 MILLION
—	PROPOSED 2024 CONCRETE ROAD PROJECTS	\$ 4.5 MILLION
—	PROPOSED 2024 CONCRETE MAINTENANCE/SELECTIVE SLAB PROJECT	\$ 1.6 MILLION
—	COMPLETED ROAD PROJECTS	\$10.2 MILLION BUDGETED

CITY OF LIVONIA PROPOSED 2024 ROAD REPAIR PROGRAM

SUBJECT TO CHANGE BASED ON FUNDING
PROPOSED BUDGET: \$10.2 MILLION
September 16, 2023





AGENDA

Citizen Roads Advisory Committee Meeting

Date: Thursday, October 5, 2023

Time: 6:30 pm

Location: 12973 Farmington Road, Livonia, MI 48150-4202

6:30 pm to 8:00 – Working Meeting for Discussion on 2024 Road Program

1. Karl Kevra, Chairperson of the Citizen Roads Advisory Committee call meeting to order
2. Comments from Mayor Maureen Miller Brosnan
3. Update Committee Members on 2023 Road Repair Program: \$4.5 Million for Concrete, \$3.8 Million for Asphalt and Contract 23-J, Selective Slab Replacement in amount of \$1.6 Million for approximately 24 locations
4. Summarize 2024 Road Repair Program, Budget of \$10.2 Million Dollars
 - Concrete repairs to be broken into 2 contracts:
 - Contract 24-C: \$4.5 million budgeted in reconstruction
Note: West Chicago (Harrison to Inkster) MDOT LAP Project with Federal Funds
 - Contract 24-J: \$1.6 million in selective slab / maintenance
 - Asphalt Road Program – Contract 24-A, \$4.1 million budgeted.
Note: All three (3) contracts for concrete reconstruction, selective slab maintenance and asphalt anticipated to be renewed with existing contractors based on City Council approval or if necessary bid out in early February 2024
 - City Council to approve budget 2024 Budget by November 1, 2023. Public Hearing was scheduled for 10.4.23 to discuss the 2024 Budget NOTE: Need to confirm actual costs and potential road segment cuts from list after design information is provided by Consultants, OHM Advisors & AEW
 - Discuss 2023 Concerns from the Residential Complaints (Including any Letters Received by Engineering Department) for 2024 potential repairs by Road Program or DPW
 - Discuss any concerns from tree removals to facilitate road repairs

5. Wayne County DPS has MDOT Local Agency Projects (LAP) on Wayne Road (Ann Arbor Trail to Plymouth Road) and Inkster Road (WB Schoolcraft to 5 Mile Road) under construction. Maintenance crews were able to resurface this year:

- SB Lane on Merriman Road just south of 8 Mile (Norfolk to Gable), Merriman Road (6 Mile to 7 Mile on asphalt lanes), 8 Mile Road (I-275 Ramp to Haggerty Road), Haggerty Road (8 Mile to Costco Entrance), Intersection at 5 Mile / Newburgh, Intersection at 6 Mile / Farmington
- Concrete Patching occurred on Merriman Road (5 Mile to 6 Mile), 8 Mile Road (Newburgh to I-275 On/Off Ramp), Farmington Road (CSX Bridge south to Plymouth Road), and 7 Mile at Newburgh Road Intersection.

Wayne County Maintenance Crews to continue in October for resurfacing:

1. 6 Mile Road (Farmington to Levan)
2. Farmington Road (EB Schoolcraft to 5 Mile Road)

6. Upcoming Projects in 2024 (Wayne County): Middlebelt Road (Joy Road to Plymouth Road, Inkster Road (Joy Road to West Chicago Road).
7. 2022 PASER Ratings based on 373.51 miles (60.52 Major and 312.99 Local) based on ACT 51 from the State of Michigan thru June 30, 2023. Entire City to be rated in 2024.
8. Asset Management Requirement by Transportation Asset Management Plan (TAMC) was submitted on September 27, 2023 and brought to City Council on October 2, 2023 for approval with a resolution. Required every 3 years with communities that have over 100 road miles. Next submittal due in October 2026. Overall ratings: See Page 15 of TAMC Report: Major Road Consisting of 60.52 miles Good 30.3% (18.3 miles) - Rating 8 thru 10; Fair 59.4% (36 miles) – Rating 5 thru 7; Poor 10.3% (6.2 miles) – Ratings 4 thru 1. Local Road Consisting of 312.99 miles Good 26.6% (83.3 miles) - Rating 8 thru 10; Fair 67.8% (212.2 miles) – Rating 5 thru 7; Poor 5.6% (17.5 miles) – Rating 4 thru 1.
9. Set date and time to meet with residents regarding concerns with road repairs
Recommend the following dates:
- Wednesday, October 18th, Thursday October 19th
 - Wednesday, October 25th, Thursday, October 26th
- Note: Meeting includes the DPW Director and / or Assistant Director, Roads & Park Supervisor, Consultants involved with Program from AEW and OHM Advisors, and Assistant City Engineer along with invitation to Mayor Maureen Miller Brosnan.

10. Adjourn



AGENDA

Citizen Roads Advisory Committee Meeting

Date: Wednesday, October 18, 2023

Time: 6:30 pm

Location: DPW Building, 12973 Farmington Road, Livonia, MI 48150 (Main Conference Room)

Introductions – Karl Kevra: Chairperson of the Citizen Roads Advisory Committee to introduce members, Todd Zilincik to introduce City Staff and Consultants from AEW & OHM Advisors

1. The city has over 373 miles of road under our jurisdiction. Road Rating System Utilized Road Repair Program (Paser Ratings – 1 through 10) completed in 2022 thru 9.2.22 (done every 2 years) with street segments that were completed in 2022 and thru end of August 2023 to depict them being depicted in blue on the PASER maps. Note: Visit City of Livonia Website at www.livonia.gov, then “Departments”, then “Engineering”, click on “Street Repairs” for information.
Note: 36.3 miles of State Trunkline (MDOT); Wayne County 68.0 Miles
2. Updated Status of 2023 Road Repair Program (\$4.5 Million for Concrete Contract 23-C, \$3.8 Million for Asphalt Contract 23-A, \$1.6 Million for Selective Slab Replacement Contract 23-J)
3. Summarize 2024 Road Repair Program, Budget of \$10.2 Million Dollars (\$4.5 Million for Concrete Reconstruction, \$4.1 Million for Asphalt and \$1.6 Million for Selective Slab / Maintenance).
4. DPW Road Repairs: Selective Slab Program, Catch Basin, and Cold Patch Locations Update from Trisha Gabriel
5. Listen to Concerns Brought Forth from the Residential / Business Owner’s on Livonia Jurisdiction Roads, including any Letter Received by Engineering Department. The spreadsheet had 12 locations that Engineering Department received.
6. Recommended 2024 Road Program (motion), including streets discussed this evening.
Note: Need to confirm actual costs and potential road segment cuts from list after design information is provided by tConsultants, including tree removals concerns.

7. Recommended Resolution listing all the improvements by Wayne County Department of Public Service (WCDPS) for their efforts in the road improvements that have occurred in 2023 within the City of Livonia and appreciative of their efforts and investments to the road infrastructure under their jurisdiction.
8. Other Items / Concerns
9. Adjourn

**2024 Citizen's Road Advisory Committee Meeting
Sign-In Sheet
Livonia DPW Headquarters Conference Room
October 18, 2023**

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>E-MAIL (Optional)</u>
1. JOHN GOLINSKE	14433 PARK LANE ST	734-812-2453	JGOLINSKE@YAHOO.COM
2. KIRK CHAIRS	18625 Foch st.	248-231-5084	NONE
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

Motion by Brett Gierak, seconded by Connie Boadway

RESOLVED, that the Citizens Advisory Committee on the Roads, having reviewed the proposed 2024 Road Repair Program presented by the Department of Public Works on October 5, 2023 and comments from concerned residents / business owners on October 18, 2023, does hereby recommend that the 2024 Road Repair Program Road based be available funding to the Livonia City Council for its approval with a budget of \$10.2 Million (\$4.5 Million for Concrete, \$4.1 Million for Asphalt and \$1.6 Million for Selective Slab Maintenance).

Approved 10/18/23: Kevra - Chairman, Boadway, Carey, Grzebik, Gierak, Hoen, and Kohloff

Absent: Green and Gostias

RESOLUTION

Motion by Andrea Kolhoff, supported by John Grzebik, that

Whereas, the City of Livonia believes quality roads are a vital part of any community: and

Whereas, road improvements currently under construction or completed in 2023 by Wayne County Department of Public Service (WCDPS) to improve traffic safety and to encourage economic development are greatly appreciated for their continued efforts and investments as discussed by the Livonia Citizens Advisory Roads Committee during the meeting held on Wednesday, Oct. 18, 2023,

1. Rehabilitation on Inkster Road (WB Schoolcraft to 5 Mile Road), MDOT Local Agency Project (LAP), WO #47159 (currently under construction)
2. Rehabilitation on Wayne Road (Plymouth Road to Ann Arbor Trail), MDOT Local Agency Project (LAP), WO #47186 (currently under construction)
3. Rehabilitation of the Southbound Lane on Merriman Road just south of 8 Mile Road (Norfolk to Gable)
4. Resurfacing the asphalt lanes on Merriman Road between 6 Mile and 7 Mile Roads.
5. Resurfacing the asphalt lanes on 6 Mile Road between Farmington Road and Levan Road (currently under construction)
6. Resurfacing the intersection of 5 Mile and Newburgh Road.
7. Resurface the intersection of 6 Mile Road at Farmington Road.
8. Resurfacing Middlebelt Road between 5 Mile and 7 Mile Roads (currently under construction).
9. Resurfacing 8 Mile Road from the NB I-275 on / off ramps heading west towards Haggarty Road, including Haggarty Road from 8 Mile to entrance to Costco.
10. Reconstruction of the intersection at 7 Mile Road and Newburgh Road.
11. Concrete patches on Farmington Road (CSX Bridge to Plymouth Road)
12. Concrete patches on 8 Mile Road between Newburgh Road and I-275 on / off ramps.
13. Concrete patching on Eastbound dedicated turn lane on 7 Mile, west of Middlebelt.
14. Merriman Road at Joy Road traffic modernization at the intersection.

Whereas, the Citizens Advisory Roads Committee that were in need of repair that were not under the jurisdiction of the City of Livonia, but Wayne County Department of Public Service; furthermore road repairs under construction or completed by WCPDS maintenance forces or direction by subcontractors, utilizing Act 51 and/or Federal Aid Committee (FAC) Funds were greatly appreciative of the investment and improvements to the road infrastructure

Now, therefore be it resolved, that the Citizens Advisory Roads Committee does hereby recommend approval at our annual meeting held on Wednesday, October 18, 2023, to forward this resolution onto City Council to direct the City Clerk to deliver this resolution onto Wayne County Executive Warren Evans, Wayne County Department of Public Service Engineering and Roads Division, and Wayne County Commissioner, Terry Marecki (District 9) and David Knezek, Jr. (District 8)

Approved 10/18/23. Kevra - Chairman, Boadway, Carey, Grzebik, Gierak, Hoen, and Kohloff
Absent: Green and Gostias

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

14. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH QUALIFICATION BASED SELECTION (QBS) PROCESS WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. (AEW) FOR DESIGN ENGINEERING SERVICES FOR THE 2024 CONCRETE ROAD MAINTENANCE /SELECTIVE SLAB PROGRAM (CONTRACT 24-J): Engineering Division, re: same (CR 336-21).

Todd Zilincik, City Engineer, presented the request to Council.

Councilmember Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

12.

Engineering
October 19, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH QUALIFICATION BASED SELECTION (QBS) PROCESS WITH OHM ADVISORS FOR DESIGN ENGINEERING SERVICES FOR THE 2024 ASPHALT ROAD PROGRAM (CONTRACT 24-A): Engineering Division, re: same (CR 336-21)

BACKGROUND DETAILS

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021 to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we are recommending that OHM Advisors continue as our consultant for the 2024 Asphalt Road Program. See the attached letter dated October 19, 2023 from OHM Advisors for design engineering services.

OHM Advisor's contract for professional design services is based on the estimated construction costs. The budgeted amount for 2024 is \$4.1 million for construction. There are a total of 24 street segments anticipated for repair of which four (4) street segments were designed in 2023, but deferred to 2024 for various reasons. Thus, the final construction amount for the 20 street segments is based on the amount of \$3.0 million which forms the basis for the Engineering contract. Please note the four (4) street segments that were designed in 2023: Laurel Park Drive North (6 Mile to Laurel Court), Floral Avenue (Lathers Drive to Curtis Avenue), Bell Creek Lane (6 Mile Road to Farmington Road) and Bloomfield Avenue (Farmington Road to Bell Creek Lane) will be the street segments given priority to be completed in 2024. Our goal is to maximize the number of street segments to be completed in 2024, though any budget constraints based on the unit prices bid may defer some of the street segment(s) until 2025. Please note that based on the previous design work for four (4) of the street segments, OHM has reduced their design costs for 2024 by \$47,300 (approximately 27%).

As an update for the 2023 construction related to the 23-A contract, we were able to pave Pinetree (Stark Road to Wayne Road), Jarvis (Plymouth Road to end), and the following street segments in Alden Village: Capitol Avenue (Stark Road to Brewster Avenue), Brewster Avenue (Capitol Avenue to Boston Post), Beacon Avenue (Stark Road to West Dead-End), and Boston Post Road (Beacon Avenue to North Dead End) to maximize the 2023 budgeted funds. The street segments in Alden Village were swapped out for the Bell Creek Lane and Bloomfield Avenue street segments, as a result of the delayed EGLE permit to install the water main replacements.

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

following actions:

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 in the not-to-exceed amount of \$129,000 for Design Engineering for the Asphalt Program. This amount is based on the preliminary construction cost estimates and may be adjusted based on the actual bids.
- Authorize an expenditure in the amount of \$129,000 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.
- Authorize the City Engineer to approve minor adjustments in the work, as required.

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

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

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 in the not-to-exceed amount of \$129,000 for Design Engineering for the Asphalt Program. This amount is based on the preliminary construction cost estimates and may be adjusted based on the actual bids.
- Authorize an expenditure in the amount of \$129,000 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.
- Authorize the City Engineer to approve minor adjustments in the work, as required.

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

n/a

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

\$129,000

DETAILED WORK BEING PERFORMED

Design Engineering for Contract 24-A

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

\$129,000 from Account No. 204-441-818-102

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

person, full address)

Qualification Based Selection (QBS) Firm

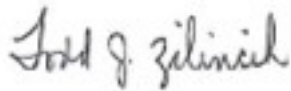
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
Contact: Mark Loch, P.E.

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

ATTACHMENTS

1. CR 336-21
2. OHM Livonia 24A Proposal 10-19-23

APPROVED BY



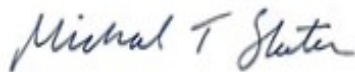
Todd Zilincik, P.E., City Engineer

Date: October 19, 2023



Don Rohraff, Director of Public Works

Date: October 19, 2023



Michael Slater, Finance Director

Date: October 19, 2023



Paul Bernier, City Attorney

Date: October 20, 2023



Maureen Miller Brosnan, Mayor

Date: October 20, 2023

Regular Minutes of November 22, 2021

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said street is accepted into the City's local street system and is located within a right-of-way under the control of the City of Livonia and that said street was open to the public as of December 31, 2021.

#336-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 26, 2021, submitted pursuant to Council Resolution No. 365-16, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, requesting to extend the Qualification-Based Selection (QBS) contracts with OHM Advisors, Hubbell, Roth and Clark, Inc., Spalding Dedecker Associates, Inc. and Anderson, Eckstein and Westrick, Inc., for a period of five (5) years, for future proposals relating to professional engineering consulting services, the Council does hereby accept the proposal to extend the qualification based-selection (qbs) contracts with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Hubbell, Roth and Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48303-0824, Spalding Dedecker Associates, Inc., 905 South Boulevard East, Rochester Hills, MI 48307-5358, and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, for a five (5) year period ending November 30, 2026, to perform Professional Engineering Services on various Federal, State and Locally funded roads, bridges, storm sewers, sanitary sewers, water mains, traffic signal modernization and pedestrian signal upgrades and other related projects; FURTHER, the Mayor and City Clerk are hereby authorized to execute contracts for and on behalf of the City of Livonia with the aforesaid companies and to do all other things necessary or incidental to the full performance of this resolution; and all QBS contracts based on scope and contract amount for each future individual project will be brought before the City Council for funding approval.

#337-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 29, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, the Council does hereby approve the proposed 2022 Road Repair Program as proposed by the Department of Public Works and as reviewed by the Citizens Advisory Committee on Roads for the tenth year of the ten-year road paving millage approved by Livonia residents, as shown in the attachment to that report.

#338-21 WHEREAS, the Mayor and City Council of the City of Livonia believe quality roads are a vital part of any community; and

WHEREAS, the City of Livonia has a Citizens Advisory Committee on Roads which identifies City streets most in need of repair in order to



October 19, 2023

Todd J. Zilincik, PE, City Engineer
Engineering Division
City of Livonia
12973 Farmington Road
Livonia, MI 48150

RE: Design Phase Engineering Services
2024 Comprehensive Road Reconstruction and Rehabilitation Program (Asphalt)

Dear Mr. Zilincik:

We are once again excited to begin design on the 22nd year of Livonia's Road Program. We have evaluated the streets and are eager to assist the city in developing the final program contract documents. Attached is Exhibit A with associated Project Supplements (A-C), Supplement A - Scope of Services, outlining the Project Understanding, Supplement B – Schedule, Supplement C - Compensation

If you have any questions concerning the proposal, please contact me at (734) 466-4441. Again, we look forward to working with the City of Livonia on this program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Loch", written over a horizontal line.

Mark R. Loch, PE
Project Manager

Attachment: Proposal

cc: Rhett Gronevelt, OHM Advisors

EXHIBIT A
PROJECT SPECIFIC SCOPE OF SERVICES, PROJECT SCHEDULE, PAYMENTS
TO CONSULTANT

The information contained in this Exhibit applies only to the following project:

Project Title: 2024 COMPREHENSIVE ROAD RECONSTRUCTION AND REHABILITATION PROGRAM (ASPHALT)

Dated: _____, 2024

This is an Exhibit to the Contract dated December 1, 2016 between the City of Livonia (CITY) and OHM Advisors (CONSULTANT), whose address is 34000 Plymouth Road, Livonia, Michigan 48150.

This Exhibit acts as a duly executed written instrument that amends, supplements, modifies, or cancels certain portions of the Contract, as provided in Article 8.01 of the Contract.

A. SCOPE OF SERVICES

CONSULTANT will provide Design Phase Services for the proposed improvements in accordance with attached Supplement A, dated October 19, 2023.

B. PROJECT SCHEDULE

The Project Schedule is attached as Supplement B, dated October 19, 2023.

C. PAYMENTS TO CONSULTANT

CONSULTANT shall be paid on an hourly basis up to the not-to-exceed amount of One Hundred Twenty-Nine Thousand Dollars and Zero Cents (\$129,000.00) in accordance with the terms on Supplement C, dated October 19, 2023.

In Witness Whereof, the CITY and CONSULTANT, by and through their duly authorized officers and representatives, have executed this Contract.

In the Presence of:

CITY OF LIVONIA, a Michigan
Municipal Corporation

By: _____
Maureen Miller Brosnan, Mayor

By: _____
Susan M. Nash, City Clerk

In the Presence of:



OHM Advisors

By: 
Rhett A. Gronevelt, PE

Its: _____
Principal

Approved:

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, PE
City Engineer

Approved:

Michael Slater
Director of Finance

Approved:

Paul A. Bernier
Department of Law

Pursuant to Council Resolution

No.: _____

Adopted on: _____

SCOPE OF SERVICES

CITY OF LIVONIA

2024 COMPREHENSIVE ROAD RECONSTRUCTION AND REHABILITATION PROGRAM (ASPHALT)

PROJECT UNDERSTANDING

The CONSULTANT will provide Design Services for the asphalt portion of the 2024 COMPREHENSIVE ROAD RECONSTRUCTION AND REHABILITATION PROGRAM. The CITY'S intent is to replace the pavement in-kind and minimize behind the curb or beyond the edge of pavement restoration. Minimal topographic survey data, if any, may be required during the design phase. One, log-type format construction Contract Document will be prepared for the CITY to obtain bids and subsequently award a construction contract.

The streets to be included are:

Rehabilitation Street Locations

Road Name	From	To
St. Martins	Middlebelt Road	Weyher Avenue
Morlock Avenue	Oporto Avenue	Melvin Avenue
Purlingbrook Road	#19385 Purlingbrook Road	St. Martins Avenue
Purlingbrook Road	Seven Mile Road	#19321 Purlingbrook Road
*Laurel Park Drive	7 Mile Road	#17841 Laurel Park Drive
Sunset Boulevard	Clarita Avenue	Seven Mile Road
*Floral Avenue	Lathers Drive	Curtis Avenue
*Bell Creek Lane	Farmington Road	6 Mile Road
*Bloomfield Drive	Farmington Road	Bell Creek Lane
Hubbard Road	#16360 Hubbard	Six Mile Road
Edington Road	Five Mile Road	Roycroft Avenue
Southampton Road	Roycroft Avenue	Oakdale Avenue
Stamford Road	Roycroft Avenue	Rayburn Avenue
Whitby Road	Dorais Avenue	Hampshire Road
Tuscany Court	Five Mile Road	End
Levan Road	CSX Railroad Tracks	Schoolcraft Road
Amrhein Road	#37521 Amrhein Road	#38101 Amrhein Road
Butwell Street	Joy Road	West Chicago Boulevard
Houghton Avenue	Joy Road	West Chicago Boulevard
Lamont Street	Joy Road	West Chicago Boulevard
Minton Avenue	Hix Road	Stonehouse Avenue
Northfield Avenue	Hix Road	Stonehouse Avenue
Stonehouse Avenue	Joy Road	West Chicago Boulevard
West Chicago Boulevard	Houghton Avenue	Stonehouse Avenue

*Previously designed for 2023 Program and deferred to 2024 Program

WORK PLAN

A. Design Parameters

1. Road Classification: Varies
2. Horizontal Alignment: Not anticipated to be revised
3. Vertical Alignment: The existing vertical alignment will mainly be maintained for reconstruction roads. Small modification(s) may be made during construction to increase flat slopes.

For HMA pulverization repair, the road may be raised 0"- 6" depending on the existing conditions.

For HMA inlays, and mill and overlays, the pavement elevation will mainly be maintained. Some minor improvements may be made to help with the drainage problems.

4. Typical Roadway Cross-Section: Provide a HMA overlay matching the existing cross slope or placing at 2% - 2.5% dependent on existing conditions.
5. Drainage: Existing underground storm sewer system and roadside ditches will be utilized. Minor modifications to the existing system may be required at known flooding areas identified by either the CITY or the CONSULTANT. No other additional drainage improvements are to be included at this time.
6. General Design Standards: *2011 AASHTO, A Policy on Geometric Design of Highways and Streets*, and *Michigan Manual of Uniform Traffic Control Devices Standards*.
7. Specifications: CITY/CONSULTANT specifications along with the MDOT *2020 Standard Specifications for Construction*, the current *MDOT Standard Plans for Roads and Bridges, Special Provisions and Supplemental Specifications* will be utilized.
8. Maintenance of Traffic: Maintain access to all properties as feasible. Access to all properties throughout construction is the goal, except during paving operations and during the concrete curing process.
9. Pavement Rehabilitation Locations:
 - a. A log of the pavement repairs will be provided along with curb locations requiring replacement. Corrective quantities will be listed in the log.
 - b. Patching quantities to repair streets that are not identified at this point will be included and can be added during construction, dependent on road funding. This item will be as directed by the CITY.
10. Lane Line Markings: Quantities for permanent pavement markings throughout the project will be developed in accordance with the *Michigan Manual of Uniform Traffic Control Devices* and consistent with MDOT recommendations. Details will be developed where MDOT standards do not address specific proposed striping concepts.

11. Permanent Signing: Signs shall be removed and replaced at their current location, as needed, for construction access. No analysis of the project corridor will be made to determine if upgraded sign/additional signing is required. If other signs are observed to be in non-compliance with the current standards, it will be brought to the CITY'S attention and replaced, if necessary.
12. Traffic Signals: No traffic signal head adjustments are anticipated in regard to maintaining traffic during construction. This work will be coordinated with the CITY and Wayne County Department of Public Services.

B. CONSULTANT Design Phase Scope of Services:

1. Attend one (1) meeting with the Citizens Advisory Committee on Roads.
2. Conduct condition survey of existing pavement and applicable curb locations. Prepare log sheets that can be used to prepare Contract Documents.
3. Check existing known utilities, public or private, within project limits for potential conflicts. Utility plans are generally not requested as proposed work is often surface related improvements. Utilities will be marked in construction and further investigation into depths will be made at that time.
4. Provide up to three (3) crew days of survey time to provide topographic survey to gain additional information to detail sidewalk grading or address roadway drainage concerns.
5. Identify non-compliant ADA sidewalk ramps on streets within the road project limits. Include upgrading ramps in the project design.
6. Notify known utility agencies of the proposed work, identify conflicts and coordinate relocations where necessary.
7. CONSULTANT will acquire representative pavement core samples as follows:
 - a. Forty-five (45), pavement cores will be obtained with the intent to identify the thickness of the pavement, provide a description of the underlying subgrade material and provide a description of the existing asphalt pavement condition for identified streets in the Program.
8. Prepare Contract Documents showing project details, pay items based on the 2020 MDOT Standard Specifications for Construction with CITY and Wayne County modifications, and special provisions. Include special provisions to address safety and reduce residential complaints.
9. Prepare pavement marking and striping details within the affected influence of the project area in accordance with the MMUTCD requirements (where required). There is no expectation of revising the current configuration of the roadway striping. Attention to school and other special signing and markings will be investigated in further detail on a case-by-case basis.
10. Maintenance of traffic issues and coordination due to schools or large commercial/ industrial users within the project limits will be incorporated into the contract documents.

11. Prepare preliminary Engineer's Opinion of Probable Construction Cost.
12. Attend coordination and plan review meetings with the CITY. An estimated two (2) meetings are anticipated.
13. Drafts of the log packages will be forwarded to the CITY for review. The first submittal will be at fifty (50) percent complete and the second submittal at ninety-five (95) percent complete.
14. Final submittal will include the following:
 - a. Five (5) sets of the Contract Documents to the CITY for their use.
 - b. One (1) scanned document (.pdf) for the use of the CITY.
 - c. Engineer's Opinion of Probable Construction Cost.
 - d. Field notes and copies of quantity calculations, if requested by the CITY.
15. Permits:
 - a. Wayne County ROW Encroachment Permit for advanced signing will be required for work on side streets adjacent to the following streets:
 - i. Eight Mile Road
 - ii. Seven Mile Road
 - iii. Six Mile Road
 - iv. Five Mile Road
 - v. Joy Road
 - vi. Farmington Road
 - vii. Middlebelt Road
 - b. An MDOT ROW Encroachment Permit for advanced signing will be required for work on side streets adjacent to the following streets:
 - i. Ann Arbor Road
 - c. A CSX Railroad Encroachment Permit for work in the railroad right-of-way will be required due to work on the following streets:
 - i. Levan Road
16. Bid Assistance:
 - a. Attend the Bid Opening, review bids for irregularities and prepare a recommendation for the award of the construction contract.

D. City's Responsibilities

1. Provide existing water, storm and sanitary sewer information, as needed, in development of log by November 30, 2023, if requested.
2. Provide known problems within the project limits from DPW and Engineering Department records by November 30, 2023, if requested.
3. Coordination with the police and fire departments, and Livonia Public Schools.

4. Pay any required permit review fees or reimburse the CONSULTANT for permit fees paid to expedite review and approval.
5. Submit permit information to WCDPS.
6. Host a public information meeting with residents, businesses and institutions, as needed.
7. Review specific specifications in an effort to ensure safety and reduce residential complaints.
8. Pay any permit fees.

SUPPLEMENT B - PROJECT SCHEDULE

CITY OF LIVONIA

2024 COMPREHENSIVE ROAD RECONSTRUCTION AND REHABILITATION PROGRAM (ASPHALT)

ID	Task Name	Start	Finish	Duration	Nov	Dec	Jan	Feb	Mar	Apr
1	Notice to Proceed	Wed 11/2/22	Wed 11/2/22	0 days						
2	Preliminary Design Phase	Tue 11/14/23	Thu 12/21/23	26 days						
3	Internal Predesign Meeting	Tue 11/14/23	Mon 11/27/23	8 days						
4	Geotechnical Investigation	Thu 11/30/23	Fri 12/15/23	12 days						
5	Field Log of Repairs	Tue 11/28/23	Wed 12/13/23	12 days						
6	Preliminary Design and Log Package	Tue 11/28/23	Fri 12/8/23	9 days						
7	QA/QC and Revisions of Preliminary Documents	Mon 12/11/23	Wed 12/13/23	3 days						
8	50% Status Meeting with City	Thu 12/21/23	Thu 12/21/23	1 day						
9	Final Design Phase	Fri 12/22/23	Thu 4/25/24	83 days						
10	Develop Final Design Log	Fri 12/22/23	Mon 1/22/24	15 days						
11	QA/QC and Revisions of Final Documents	Tue 1/23/24	Fri 1/26/24	4 days						
12	Submit Final Plans to City	Mon 1/29/24	Mon 1/29/24	1 day						
13	Final Revisions	Tue 1/30/24	Thu 2/1/24	3 days						
14	Permit Submittal (Wayne Co ROW)	Fri 2/2/24	Fri 2/2/24	1 day						
15	Electronic Bid Books to City (if required)	Mon 2/5/24	Mon 2/5/24	1 day						
16	Advertisement Period	Tue 2/6/24	Fri 3/1/24	19 days						
17	City Bid Letting	Mon 3/4/24	Mon 3/4/24	1 day						
18	Council Approval	Mon 3/18/24	Mon 3/18/24	0 days						
19	Public Information Meeting	Thu 4/25/24	Thu 4/25/24	1 day						
20	Construction Phase	Thu 4/25/24	Fri 9/20/24	107 days						
21	Preconstruction Meeting	Thu 4/25/24	Thu 4/25/24	1 day						
22	Road Construction	Mon 4/29/24	Fri 9/20/24	105 days						

October 19, 2023

2024 Comprehensive Road Reconstruction and Rehabilitation Program (Asphalt)

PAYMENTS TO CONSULTANT**CITY OF LIVONIA****2024 COMPREHENSIVE ROAD RECONSTRUCTION AND REHABILITATION PROGRAM
(ASPHALT)**

The following fees are based on the projected construction cost of \$4,100,000 (reduced to \$3,000,000 for previously design roads) and the pavement treatment noted in Supplement A. The construction cost, and design effort, may be altered if additional streets are added, or changes in pavement treatment is requested which affects the construction cost by more than 10%.

Design Phase

The CITY agrees to pay the CONSULTANT on an hourly basis, billed monthly, per the 2023/2024 OHM Rate Schedules at the not-to-exceed amount of One Hundred Twenty-Nine Thousand Dollars and Zero Cents (\$129,000.00).

Construction Phase

Construction Engineering services are not included at this time.

Additional Services

Additional services, if approved by City Council, shall be paid at the current hourly rate schedule or at an agreed upon price between the CITY and CONSULTANT.

PAYMENTS TO THE CONSULTANT

CITY OF LIVONIA

2024 COMPREHENSIVE ROAD RECONSTRUCTION AND REHABILITATION PROGRAM (ASPHALT)

2023 RATE SCHEDULE



OHM ADVISORS 2023 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$195.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$178.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$162.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$152.00
Project Specialist III	\$180.00
Project Specialist II	\$160.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$153.00
Graduate Engineer III	\$145.00
Graduate Engineer II	\$140.00
Graduate Engineer I	\$130.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$140.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$122.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$115.00
Technician IV	\$148.00
Technician III	\$130.00
Technician II	\$115.00
Technician I	\$96.00
Engineering / Architectural / Interior Design Aide	\$75.00
Professional Surveyor III	\$170.00
Professional Surveyor II	\$158.00
Professional Surveyor I	\$142.00
Graduate Surveyor	\$128.00
Surveyor III	\$130.00
Surveyor II	\$115.00
Surveyor I	\$100.00
Surveyor Aide	\$75.00
Planner IV	\$163.00
Planner III	\$150.00
Planner II	\$127.00
Planner I	\$110.00
Planner Aide	\$72.00
Graphic Designer	\$120.00
Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$198.00

Rates as reflected subject to review and adjustment on an annual basis.
2023 Public Rates 22-1118

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

13. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. FOR THE 2024 CONCRETE ROAD PROGRAM (CONTRACT 24-C): Engineering Division, re: same (CR 336-21).

Todd Zilincik, City Engineer, presented the request to Council.

Councilmember McIntyre offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

13.

Engineering
October 19, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH THE QUALIFICATION BASED SELECTION (QBS) PROCESS WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. FOR THE 2024 CONCRETE ROAD PROGRAM (CONTRACT 24-C): Engineering Division, re: same (CR 336-21).

BACKGROUND DETAILS

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021 to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we are recommending that Anderson, Eckstein and Westrick, Inc. (AEW) continue as our consultant for the 2024 Concrete Road Program. See attached letter dated October 19, 2023 from AEW for design engineering services.

AEW contract for professional design services will be based on estimated construction costs of \$4,500,000, which forms the basis for the Engineering Contract. There are 23 street segments anticipated for concrete reconstruction. West Chicago (Harrison Road to Inkster Road) will be reconstructed as a Michigan Department of Transportation (MDOT) Local Agency Program (LAP) using federal funds in which the City is responsible for design costs and 18.15% of the construction costs.

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

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 in the not-to-exceed amount of \$193,500 for the design engineering for the 2024 Concrete Program, Contract 24-C. These amounts are based on the preliminary construction cost estimates and may be adjusted based on the actual bids.
- Authorize an expenditure in the amount of \$193,500 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.
- Authorize the City Engineer to approve minor adjustments to the work, as required.

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

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

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 in the not-to-exceed amount of \$193,500 for the design engineering for the 2024 Concrete Program, Contract 24-C. These amounts are based on the preliminary construction cost estimates and may be adjusted based on the actual bids.
- Authorize an expenditure in the amount of \$193,500 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.
- Authorize the City Engineer to approve minor adjustments in the work, as required

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

n/a

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

\$193,500

DETAILED WORK BEING PERFORMED

Design Engineering for Contract 24-C

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

\$193,000 from Account No. 204-441-818-102

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

Qualification Based Selection (QBS) Firm

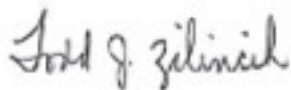
Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr
Shelby Twp., MI 48315
Contact: Scott Lockwood, P.E.

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

ATTACHMENTS

1. S110123 LTC 24-C - AEW Recon Design Eng
2. Livonia 2024 Concrete Program 24-C Reconstruction Design Engineering CvrLtr
3. Exhibit A for QBS AEW DE for Contract 24-C_signed
4. CR 336-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: October 19, 2023



Don Rohraff, Director of Public Works

Date: October 19, 2023



Michael Slater, Finance Director

Date: October 20, 2023



Paul Bernier, City Attorney

Date: October 20, 2023



Maureen Miller Brosnan, Mayor

Date: October 20, 2023



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia
586.726.1234 | www.aewinc.com

October 19, 2023

Todd Zilincik, P.E.
City Engineer
City of Livonia
12973 Farmington Road
Livonia, Michigan 48150

Reference: Proposal for Professional Services- Design Engineering

2024 Concrete Road Program: 24-C Reconstruction
City of Livonia

Dear Mr. Zilincik:

Thank you for considering our firm to provide engineering services on the project referenced above. The enclosed Exhibit A, "Project Specific Scope of Services, Project Schedule, Payments to Consultant," has been prepared for this project in accordance with the Professional Services Contract between the City of Livonia and Anderson, Eckstein and Westrick, Inc. Please let us know if you have any questions regarding the enclosed exhibit.

Thank you for considering our firm for continued participation of this very successful road program. We take great pride in being part of the team.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Scott Lockwood, Exec. Vice President

EXHIBIT A

October 19, 2023 PROJECT SPECIFIC SCOPE OF SERVICES, PROJECT SCHEDULE, PAYMENTS TO CONSULTANT

The information contained in this Exhibit applies only to the following project:

Project Title: **2024 Concrete Road Repair Program, Design Engineering Services for Contract 24-C**

This is an exhibit to the contract dated November 22, 2021 and extended for 5 years per Council Resolution No. 336-21, November 22, 2021 between the City of Livonia, and Anderson, Eckstein, and Westrick, Inc. (AEW), whose address is 51301 Schoenherr, Shelby Twp., Michigan 48315.

This Exhibit acts as a duly executed written instrument that amends, supplements, modifies, or cancels certain portions of the contract, as provided in Article 8.01 of the contract.

A. SCOPE OF SERVICES

The CONSULTANT is requested to provide survey and design engineering services for the 2024 Concrete Road Program on reconstruction road segments with some minor maintenance work on streets in close proximity of the reconstruction segments. The roads to be included in the program are as follows:

Reconstruction:

Street	From	To
Pullingbrook Rd	#19321 Purlingbrook Rd	#19385 Purlingbrook Rd
Kenwood Ct	#30947 Kenwood Ct	Dead End
Navin Ave	Laurel Ave	Gill Rd
Bobrich Ave	Merriman Rd	Sunset Blvd
Bobrich Ave	Middlebelt Rd	Dead End
Cross Winds Ct	Cross Winds Rd	Dead End
Cross Winds Rd	Six Mile Rd	Dead End
Sunset Blvd	Pickford Ave	Clarita Ave
Munger Ave	#30400 Munger Ave	Dead End
Ellen Dr	Five Mile Rd	Roycroft Ave
Comstock Dr	Mallory Dr	Whitcomb Dr
Ladywood Rd	Levan Rd	Woodside Dr
Sherwood Dr	Woodside Dr	Park Ln
Sunnydale Ave	Myrna Ave	Levan Rd
Huff Ave	Five Mile Rd	Lancaster Ave
Richfield Ave	Five Mile Rd	Lancaster Ave
Oakley Ave	Hubbard Rd	#32240 Oakley Ave
Alexander Ave	Buckingham Ave	Meadowlark Ave
Lyndon Ave	Harrison Rd	Lyons Ave
Sunbury Ave	Buckingham Ave	Meadowlark Ave
Hathaway Ave	Henry Ruff Rd	Middlebelt Rd
Olson Ave	Henry Ruff Rd	Hillcrest Ave
Capitol Ave	#32432 Capitol Ave	Hubbard Ave

DESIGN PARAMETERS:

All design will be in accordance with the AASHTO and MDOT standards, guidelines and policies. All signing and pavement markings will be in accordance with the Michigan Manual of Uniform Traffic Control Devices. Specifications will be in accordance with MDOT 2020 Standard Specifications for Construction. Any unique special provisions will be prepared and submitted for the CITY's review and approval.

Horizontal and Vertical Alignment:

For maintenance projects, no modifications to horizontal or vertical alignment will be made. Minor improvements may be identified to improve drainage, however, the intent is to maintain the existing alignments and drainage patterns for maintenance projects. Any minor improvements will be done within existing right-of-way.

For reconstruction projects, horizontal or vertical alignment will be evaluated if modifications are necessary to meet current standards. All effort will be made to match existing horizontal and vertical alignments, minimizing impact beyond the roadbed.

Pavement Cross Sections:

Existing pavement cross sections will be matched for maintenance and rehabilitation projects. New pavement cross sections will be considered for reconstruction projects.

Drainage:

Existing storm sewer and drainage ditches will be maintained. Minor drainage improvements identified during field investigation or any problem areas identified by the CITY's personnel may be incorporated in the design.

Format:

All maintenance projects will be developed in an 8.5" x 11" log book format. A log of pavement repairs will be provided with aerial maps showing pavement sections requiring replacement and estimated quantities for each segment. Reconstruction projects that do not require alignment changes will also be developed in log book format.

Reconstruction projects requiring modified alignments will be developed in 24" x 36" plan sheet format, providing horizontal and vertical control data, at a scale of 1"=40'.

Permits:

Applications for Wayne County and MDOT permits will be prepared and coordinated for any right-of-way encroachments during construction.

SCOPE OF DESIGN SERVICES:

The Design Services to be provided by the CONSULTANT shall include, but are not limited to the following:

1. Attend pre-design kick-off meeting with CITY representatives to discuss project approach and limits of improvements, confirm the format for each project, finalize schedule, review budget, establish communication plan and requirements of applications for standards and details (order of governance for City, County and MDOT standards and details).
2. Complete aerial or planimetric mapping as necessary; establish stationing for reference in both log and plan sheet design formats.
3. Coordinate subconsultant to perform geotechnical investigation at each rehabilitation and reconstruction project location.
4. Conduct site and pavement condition survey to log areas and quantities for repair, including curb and gutter and structure adjustments.
5. Notify utility agencies of proposed work and investigate potential conflicts; coordinate and resolve conflicts via utility relocations or modifications in proposed work.
6. Prepare construction bid documents, in English units, in log book format, showing proposed work with typical sections, as necessary, construction details, pay items and quantities, with all required specifications, special provisions and notices to bidders.
7. Prepare maintenance of traffic special provision and details; address large traffic generators, such as schools or large businesses, immediately affected by the work and incorporate restrictions or requirements in the special provisions.
8. Prepare construction staging details and special provisions as necessary.
9. Prepare permanent pavement marking details and quantities, including special markings; it is anticipated that current pavement marking patterns will be maintained.
10. Prepare permanent signing details and quantities for signs directly impacted by construction activities.
11. Work involving traffic control devices such as traffic signals or large overhead signs is not included in this scope of services, but may be added at the CITY's request.
12. Prepare preliminary and final engineer's opinion of probable construction cost.
13. Attend project coordination meetings, as well as preliminary and final plan review meetings.

14. Submit final bid documents including:
 - Reproducible set of log book construction documents, including special provisions and notices to bidders
 - Electronic copy of above documents
 - Engineer's Opinion of Probable Construction cost
 - Field notes and copies of quantity calculations
15. Respond to questions during the bidding process as requested by the Owner.
16. Prepare bid documents in .pdf format for City of Livonia to place on MITN and provide ten hard copies for City use, review bids and prepare a recommendation for the construction contract award.
17. Attend public information, Citizen Advisory Committee on Roads or City Council meetings, as necessary.

B. PROJECT SCHEDULE:

Task No.	Task Name	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24
1	City Council Program Review and Authorize to Proceed						
2	Initial Inspection						
3	Provide treatment recommendations and feasible cost estimate						
4	Field Evaluation						
5	Field Survey						
6	Geotechnical Investigation						
7	Prepare Preliminary Contract Documents						
8	City Review Preliminary Contract Documents						
9	Prepare Final Contract Documents						
10	Review Final Contract Documents						

Task No.	Task Name	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24
11	Advertise Project						
12	Plan Pickup and Contractor Review						
13	Bid Opening						
14	Letter of Recommendation to Council						
15	Anticipated Council Review and Award						

C. PAYMENTS TO CONSULTANTS

The CONSULTANT will be paid at the attached hourly rates with a not to exceed amount based on Attachment A (reduced by .7% due to repeat service on this contract), Engineering Fees by Construction Value and Type of Project. Not to exceed fees by service classification are:

Design Engineering Fee \$193,500

Fees shall not exceed \$193,500 without prior approval from City Council. Fees shown above are based on an estimated construction cost of \$4,500,000.

In Witness Whereof, the City and Consultant, by and through their duly authorized officers and representatives, have executed this Contract.

In the Presence of:

CITY OF LIVONIA, a Michigan
Municipal Corporation

By: _____
Maureen Miller Brosnan, Mayor

By: _____
Susan M. Nash, City Clerk

In the Presence of:

Anderson, Eckstein and Westrick

Ross Wilberding

By: _____
Scott Lockwood, P.E.

Its: Executive Vice President

Approved:

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, P.E.
City Engineer

Pursuant to Council Resolution:

Approved:

No.: _____

Michael Slater
Director of Finance

Adopted on: _____

Approved as to form:

Paul A. Bernier

CITY OF LIVONIA 2024 CONCRETE PROGRAM

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 182.10
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	167.30
LICENSED ENGINEER / SURVEYOR / ARCHITECT	151.40
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	125.10
TEAM LEADER	125.10
ENGINEERING AIDE III	103.60
ENGINEERING AIDE II	97.30
ENGINEERING AIDE I	90.70
ENGINEERING AIDE TRAINEE	77.70
SECRETARIAL (Special Projects)	49.20
SURVEY FIELD (3 PERSON CREW)	252.60
SURVEY FIELD (2 PERSON CREW)	220.30
SURVEY FIELD (1 PERSON CREW)	168.40
CONFINED SPACE ENTRY CREW (2 PERSON)	272.00
DATA COLLECTOR (SURVEY CREW)	33.70
GPS SURVEY EQUIPMENT	82.90

Regular Minutes of November 22, 2021

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said street is accepted into the City's local street system and is located within a right-of-way under the control of the City of Livonia and that said street was open to the public as of December 31, 2021.

#336-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 26, 2021, submitted pursuant to Council Resolution No. 365-16, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, requesting to extend the Qualification-Based Selection (QBS) contracts with OHM Advisors, Hubbell, Roth and Clark, Inc., Spalding Dedecker Associates, Inc. and Anderson, Eckstein and Westrick, Inc., for a period of five (5) years, for future proposals relating to professional engineering consulting services, the Council does hereby accept the proposal to extend the qualification based-selection (qbs) contracts with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Hubbell, Roth and Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48303-0824, Spalding Dedecker Associates, Inc., 905 South Boulevard East, Rochester Hills, MI 48307-5358, and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, for a five (5) year period ending November 30, 2026, to perform Professional Engineering Services on various Federal, State and Locally funded roads, bridges, storm sewers, sanitary sewers, water mains, traffic signal modernization and pedestrian signal upgrades and other related projects; FURTHER, the Mayor and City Clerk are hereby authorized to execute contracts for and on behalf of the City of Livonia with the aforesaid companies and to do all other things necessary or incidental to the full performance of this resolution; and all QBS contracts based on scope and contract amount for each future individual project will be brought before the City Council for funding approval.

#337-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 29, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, the Council does hereby approve the proposed 2022 Road Repair Program as proposed by the Department of Public Works and as reviewed by the Citizens Advisory Committee on Roads for the tenth year of the ten-year road paving millage approved by Livonia residents, as shown in the attachment to that report.

#338-21 WHEREAS, the Mayor and City Council of the City of Livonia believe quality roads are a vital part of any community; and

WHEREAS, the City of Livonia has a Citizens Advisory Committee on Roads which identifies City streets most in need of repair in order to

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

14. REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH QUALIFICATION BASED SELECTION (QBS) PROCESS WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. (AEW) FOR DESIGN ENGINEERING SERVICES FOR THE 2024 CONCRETE ROAD MAINTENANCE /SELECTIVE SLAB PROGRAM (CONTRACT 24-J): Engineering Division, re: same (CR 336-21).

Todd Zilincik, City Engineer, presented the request to Council.

Councilmember Morgan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

14.

Engineering
October 19, 2023

MEETING DATE

Study Meeting of November 1,
2023

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE ENGINEERING CONTRACT THROUGH QUALIFICATION BASED SELECTION (QBS) PROCESS WITH ANDERSON, ECKSTEIN AND WESTRICK, INC. (AEW) FOR DESIGN ENGINEERING SERVICES FOR THE 2024 CONCRETE ROAD MAINTENANCE /SELECTIVE SLAB PROGRAM (CONTRACT 24-J): Engineering Division, re: same (CR 336-21)

BACKGROUND DETAILS

The City Council approved Qualification Based Selection (QBS) firms pursuant to Council Resolution No. 336-21, adopted November 22, 2021 to perform all professional engineering services on various federal, state and locally funded projects through fiscal year 2026. Under this procedure, we are recommending that Anderson, Eckstein and Westrick, Inc. (AEW) continue as our consultant for the 2024 Concrete Road Maintenance/Selective Slab Program. See attached letter dated October 19, 2023 from AEW for design engineering services.

Preventative Maintenance to occur at eleven (11) street segments in Sections 4, 9, 13, 27, 28, 29, 30, 31 and 32, along with 25 separate locations throughout the City in Sections 1, 7, 8, 16, 17, 18, 19, 20, 22, 23, 34 and 36.

AEW contract for professional design services will be based on estimated construction costs of \$1.6 million, which forms the basis for the Engineering Contract.

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

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 in the not-to-exceed amount of \$84,800 for the design engineering for the Concrete Road Maintenance/Selective Slab Program. These amounts are based on the preliminary construction cost estimates and may be adjusted based on the actual bids.
- Authorize an expenditure in the amount of \$84,800 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.
- Authorize the City Engineer to approve minor adjustments to the work, as required.

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

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

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 in the not-to-exceed amount of \$84,800 for the design engineering for the Concrete Road Maintenance/Selective Slab Program. These amounts are based on the preliminary construction cost estimates and may be adjusted based on the actual bids.
- Authorize an expenditure in the amount of \$84,800 from budgeted funds in the Road, Sidewalk and Tree Fund, Account Number 204-441-818-102.
- Authorize the City Engineer to approve minor adjustments to the work, as required.

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

n/a

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

\$84,800

DETAILED WORK BEING PERFORMED

Design Engineering for Contract 24-J

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

\$84,800 from Account No. 204-441-818-102

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

Qualification Based Selection (QBS) Firm

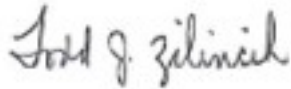
Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr
Shelby Twp., MI 48315
Contact: Scott Lockwood, P.E.

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

ATTACHMENTS

1. CR 336-21
2. Livonia 2024 Concrete Program 24-J Maintenance Design Engineering CvrLtr
3. Exhibit A for QBS AEW DE for Contract 24-J_signed
4. 2024-J Locations - 09-26-23

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: October 19, 2023



Don Rohraff, Director of Public Works

Date: October 19, 2023



Michael Slater, Finance Director

Date: October 20, 2023



Paul Bernier, City Attorney

Date: October 20, 2023



Maureen Miller Brosnan, Mayor

Date: October 20, 2023



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

October 19, 2023

Todd Zilincik, P.E.
City Engineer
City of Livonia
12973 Farmington Road
Livonia, Michigan 48150

Reference: Proposal for Professional Services- Design Engineering

2024 Concrete Road Program: 24-J Maintenance
City of Livonia

Dear Mr. Zilincik:

Thank you for considering our firm to provide engineering services on the project referenced above. The enclosed Exhibit A, "Project Specific Scope of Services, Project Schedule, Payments to Consultant," has been prepared for this project in accordance with the Professional Services Contract between the City of Livonia and Anderson, Eckstein and Westrick, Inc. Please let us know if you have any questions regarding the enclosed exhibit.

Thank you for considering our firm for continued participation of this very successful road program. We take great pride in being part of the team.

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Scott Lockwood, Exec. Vice President

EXHIBIT A

October 19, 2023 PROJECT SPECIFIC SCOPE OF SERVICES, PROJECT SCHEDULE, PAYMENTS TO CONSULTANT

The information contained in this Exhibit applies only to the following project:

Project Title: **2024 Concrete Road Repair Program, Design Engineering Services for Contract 24-J**

This is an exhibit to the contract dated November 22, 2021 and extended for 5 years per Council Resolution No. 336-21, November 22, 2021 between the City of Livonia, and Anderson, Eckstein, and Westrick, Inc. (AEW), whose address is 51301 Schoenherr, Shelby Twp., Michigan 48315.

This Exhibit acts as a duly executed written instrument that amends, supplements, modifies, or cancels certain portions of the contract, as provided in Article 8.01 of the contract.

A. SCOPE OF SERVICES

The CONSULTANT is requested to provide survey and design engineering services for the 2024 Concrete Road Program for maintenance and selective slab work. The roads to be included in the program are as follows:

Planned Preventative Maintenance:

Street	From	To
Navin Ave	Riverside Dr	Laurel Ave
Laurel Ave	Navin Ave	Fargo St
Aspen Dr	Seven Mile Rd	Dead End
Garden Ave	Roycroft Ave	Rayburn Ave
Roycroft Ave	Middlebelt Rd	Garden Ave
Schoolcraft Rd	Farmington Rd	Merriman Rd
Schoolcraft Rd	Yale Ave	Farmington Rd
Schoolcraft Rd	Newburgh Rd	Yale Ave
Schoolcraft Rd	#38881 Schoolcraft Rd	Newburgh Rd
Houghton Ave	Richland Ave	Ann Arbor Tr.
Elmira Ave	Levan Rd	Dead End
25 Miscellaneous Locations	DPW Roads Selected Locations	

DESIGN PARAMETERS:

All design will be in accordance with the AASHTO and MDOT standards, guidelines and policies. All signing and pavement markings will be in accordance with the Michigan Manual of Uniform Traffic Control Devices. Specifications will be in accordance with MDOT 2020 Standard Specifications for Construction. Any unique special provisions will be prepared and submitted for the CITY's review and approval.

Horizontal and Vertical Alignment:

For maintenance projects, no modifications to horizontal or vertical alignment will be made. Minor improvements may be identified to improve drainage, however, the intent is to maintain the existing alignments and drainage patterns for maintenance projects. Any minor improvements will be done within existing right-of-way.

For reconstruction projects, horizontal or vertical alignment will be evaluated if modifications are necessary to meet current standards. All effort will be made to match existing horizontal and vertical alignments, minimizing impact beyond the roadbed.

Pavement Cross Sections:

Existing pavement cross sections will be matched for maintenance and rehabilitation projects. New pavement cross sections will be considered for reconstruction projects.

Drainage:

Existing storm sewer and drainage ditches will be maintained. Minor drainage improvements identified during field investigation or any problem areas identified by the CITY's personnel may be incorporated in the design.

Format:

All maintenance projects will be developed in an 8.5" x 11" log book format. A log of pavement repairs will be provided with aerial maps showing pavement sections requiring replacement and estimated quantities for each segment. Reconstruction projects that do not require alignment changes will also be developed in log book format.

Reconstruction projects requiring modified alignments will be developed in 24" x 36" plan sheet format, providing horizontal and vertical control data, at a scale of 1"=40'.

Permits:

Applications for Wayne County and MDOT permits will be prepared and coordinated for any right-of-way encroachments during construction.

SCOPE OF DESIGN SERVICES:

The Design Services to be provided by the CONSULTANT shall include, but are not limited to the following:

1. Attend pre-design kick-off meeting with CITY representatives to discuss project approach and limits of improvements, confirm the format for each project, finalize schedule, review budget, establish communication plan and requirements of applications for standards and details (order of governance for City, County and MDOT standards and details).
2. Complete aerial or planimetric mapping as necessary; establish stationing for reference in both log and plan sheet design formats.
3. Coordinate subconsultant to perform geotechnical investigation at each rehabilitation and reconstruction project location.

4. Conduct site and pavement condition survey to log areas and quantities for repair, including curb and gutter and structure adjustments.
5. Notify utility agencies of proposed work and investigate potential conflicts; coordinate and resolve conflicts via utility relocations or modifications in proposed work.
6. Prepare construction bid documents, in English units, in log book format, showing proposed work with typical sections, as necessary, construction details, pay items and quantities, with all required specifications, special provisions and notices to bidders.
7. Prepare maintenance of traffic special provision and details; address large traffic generators, such as schools or large businesses, immediately affected by the work and incorporate restrictions or requirements in the special provisions.
8. Prepare construction staging details and special provisions as necessary.
9. Prepare permanent pavement marking details and quantities, including special markings; it is anticipated that current pavement marking patterns will be maintained.
10. Prepare permanent signing details and quantities for signs directly impacted by construction activities.
11. Work involving traffic control devices such as traffic signals or large overhead signs is not included in this scope of services, but may be added at the CITY's request.
12. Prepare preliminary and final engineer's opinion of probable construction cost.
13. Attend project coordination meetings, as well as preliminary and final plan review meetings.
14. Submit final bid documents including:
 - Reproducible set of log book construction documents, including special provisions and notices to bidders
 - Electronic copy of above documents
 - Engineer's Opinion of Probable Construction cost
 - Field notes and copies of quantity calculations
15. Respond to questions during the bidding process as requested by the Owner.
16. Prepare bid documents in .pdf format for City of Livonia to place on MITN and provide ten hard copies for City use, review bids and prepare a recommendation for the construction contract award.
17. Attend public information, Citizen Advisory Committee on Roads or City Council meetings, as necessary.

B. PROJECT SCHEDULE:

Task No.	Task Name	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24	Apr '24
1	City Council Program Review and Authorize to Proceed						
2	Initial Inspection						
3	Provide treatment recommendations and feasible cost estimate						
4	Field Evaluation						
5	Field Survey						
6	Geotechnical Investigation						
7	Prepare Preliminary Contract Documents						
8	City Review Preliminary Contract Documents						
9	Prepare Final Contract Documents						
10	Review Final Contract Documents						
11	Advertise Project						
12	Plan Pickup and Contractor Review						
13	Bid Opening						
14	Letter of Recommendation to Council						
15	Anticipated Council Review and Award						

C. PAYMENTS TO CONSULTANTS

The CONSULTANT will be paid at the attached hourly rates with a not to exceed amount based on Attachment A (reduced by .7% due to repeat service on this contract), Engineering Fees by Construction Value and Type of Project. Not to exceed fees by service classification are:

Design Engineering Fee \$84,800

Fees shall not exceed \$84,800 without prior approval from City Council. Fees shown above are based on estimated construction costs of \$1,600,000.

In Witness Whereof, the City and Consultant, by and through their duly authorized officers and representatives, have executed this Contract.

In the Presence of:

CITY OF LIVONIA, a Michigan
Municipal Corporation

By: _____
Maureen Miller Brosnan, Mayor

By: _____
Susan M. Nash, City Clerk

In the Presence of:

Anderson, Eckstein and Westrick

Ross Wilberding, P.E.

By: _____
Scott Lockwood, P.E.

Its: Executive Vice President

Approved:

Donald R. Rohraff
Director of Public Works

Approved:

Todd J. Zilincik, P.E.
City Engineer

Pursuant to Council Resolution:

Approved:

No.: _____

Michael Slater
Director of Finance

Adopted on: _____

Approved as to form:

Paul A. Bernier
Department of Law

CITY OF LIVONIA 2024 CONCRETE PROGRAM

HOURLY CHARGE RATES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY CHARGE RATE</u>
PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT	\$ 182.10
SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT	167.30
LICENSED ENGINEER / SURVEYOR / ARCHITECT	151.40
GRADUATE ENGINEER / SURVEYOR / ARCHITECT	125.10
TEAM LEADER	125.10
ENGINEERING AIDE III	103.60
ENGINEERING AIDE II	97.30
ENGINEERING AIDE I	90.70
ENGINEERING AIDE TRAINEE	77.70
SECRETARIAL (Special Projects)	49.20
SURVEY FIELD (3 PERSON CREW)	252.60
SURVEY FIELD (2 PERSON CREW)	220.30
SURVEY FIELD (1 PERSON CREW)	168.40
CONFINED SPACE ENTRY CREW (2 PERSON)	272.00
DATA COLLECTOR (SURVEY CREW)	33.70
GPS SURVEY EQUIPMENT	82.90

S R #	Address	Street Name	Section	Tree Removal	Comments
111600	20212	Weyher Avenue	1	0	3 Slabs
999985194 / 76663	18520	Manor Lane	7	1	6 Slabs, C. B. Adjust and Tree
113236	18998	Parklane Avenue	8	1	6 Slabs and Tree
113234	19040	Parklane Avenue	8	1	5 Slabs and Tree
50992 / 92832	16203	Fairlane Avenue	16	0	5 Slabs
	16232	Fairlane Avenue	16	0	9 Slabs
112778	36407	Rayburn Avenue	17	1	3 Slabs and Tree
76834	38717	Stacey Court	18	0	Interior half of Cul-de-Sac
	14314	Blue Skies Drive	19	1	3 Slabs and Tree
	14342	Blue Skies Drive	19	0	2 Slabs
	14414	Blue Skies Drive	19	3	10 Slabs, 3 Trees
	14426	Blue Skies Drive	19	0	Included with #14414
999971985	14427	Blue Skies Drive	19	2	10 Slabs, 2 Trees
	14440	Blue Skies Drive	19	0	Included with #14414
	14477	Blue Skies Drive	19	1	1-2 Slabs due to Tree
55335 / 64364 / 64366	38351	Mason Avenue	19	0	2 Slabs
17 / 66170 / 66155 / 11	14876	Golfview Avenue	20	0	6 Slabs, 2 - C.B. Adjust
73876	33150	Barkley Avenue	22	0	4 Slabs
75386	14390	Blackburn Avenue	22	0	1 Slab
2072 / 115418	14179	Cranston Avenue	22	1	6 Slabs and Tree
87346 / 92300	14377	Cranston Avenue	22	1	4 Slabs and Tree
95338 / 95928	14125	Westmore Avenue	22	1	3 Slabs and Tree
31895 / 78918	13957	Sunset Avenue	23	1	9 Slabs, C.B. Adjust, Tree Removal
55847 / 60831	9255	Melrose Avenue	34	0	6 Slabs
113289	11453	Deering Avenue	36	0	6 Slabs
2023 Request, Possible bad compaction from 2018					
2023 Request					
2009 and 2021 Request					
Requested by neighbor, significant standing water and slab lift					
Requested by H/O					
2019 Request, Many areas on Street, Should be Road Program					
Multiple Requests from 2008 to 2023					
2021 Request					
Multiple on street, handle a few each year					
Multiple on street, handle a few each year					
Multiple on street, handle a few each year					
Multiple on street, handle a few each year					
Previously GG'd in 2004, should be 2024 Location					
Multiple on street, handle a few each year					
Multiple on street, handle a few each year, Should be 2024 Location					
First SR 11/2019, GG'd 6/25/2020					
Needs Slab Replacement and Structure Lowering					
2021 and 2023 Request					
2016 and 2023 Request					
GG'd 2022, Previous Request 10/2021					
2004 and 2022 Requests					
2018 and 2021 Requests					
2019 and 2020 Requests					
2023 Request, Possible bad compaction from 2018					
To Be Completed With Road Programs					
	20175	Laurel Avenue	4		2024 Road Program
	34454	Navin Avenue	4		2024 Road Program
	34537	Navin Avenue	4		2024 Road Program
108278	18533	Filmore Avenue	9		2023 Asphalt Program
39632	31085	Bobrich Avenue	11		2024 Road Program
65958	17323	Cross Winds Road	11		2024 Road Program
79297	13997	Yale Avenue	20		Completed 2023 (in-house)
77812 / 87690 / 92489	32239	Oakley Avenue	22		2024 Road Program
	29633	Edward Place	23		2023 Road Program
	29620	Edward Place	23		2023 Road Program
	29644	Edward Place	23		2023 Road Program
90715	29735	Mason Avenue	23		2022 Sidewalk Complaint, Forwarded to Sidewalk Program
93149	28660	Jacqueline Avenue	24		2023 Road Program
12120	14055	Sunbury Avenue	24		2024 Road Program
37451	32713	Schoolcraft Road	27		2024 Road Program
40877	35980	Industrial Road	29		2023 Road Program, Pothole Complaints from 2016
115388	38883	Grandon Avenue	31		2023 Road Program
75418	30030	Hathaway Avenue	35		2024 Road Program
93242		Hathaway/Sunset Intersect.	35		Completed In-House
99858692	9850	Henry Ruff Road	35		2022 Road Program

Regular Minutes of November 22, 2021

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said street is accepted into the City's local street system and is located within a right-of-way under the control of the City of Livonia and that said street was open to the public as of December 31, 2021.

#336-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 26, 2021, submitted pursuant to Council Resolution No. 365-16, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, requesting to extend the Qualification-Based Selection (QBS) contracts with OHM Advisors, Hubbell, Roth and Clark, Inc., Spalding Dedecker Associates, Inc. and Anderson, Eckstein and Westrick, Inc., for a period of five (5) years, for future proposals relating to professional engineering consulting services, the Council does hereby accept the proposal to extend the qualification based-selection (qbs) contracts with OHM Advisors, 34000 Plymouth Road, Livonia, MI 48150, Hubbell, Roth and Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48303-0824, Spalding Dedecker Associates, Inc., 905 South Boulevard East, Rochester Hills, MI 48307-5358, and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, MI 48315, for a five (5) year period ending November 30, 2026, to perform Professional Engineering Services on various Federal, State and Locally funded roads, bridges, storm sewers, sanitary sewers, water mains, traffic signal modernization and pedestrian signal upgrades and other related projects; FURTHER, the Mayor and City Clerk are hereby authorized to execute contracts for and on behalf of the City of Livonia with the aforesaid companies and to do all other things necessary or incidental to the full performance of this resolution; and all QBS contracts based on scope and contract amount for each future individual project will be brought before the City Council for funding approval.

#337-21 RESOLVED, that having considered the report and recommendation of the City Engineer, dated October 29, 2021, which bears the signatures of the Director of Public Works and the Director of Finance, and is approved for submission by the Mayor, the Council does hereby approve the proposed 2022 Road Repair Program as proposed by the Department of Public Works and as reviewed by the Citizens Advisory Committee on Roads for the tenth year of the ten-year road paving millage approved by Livonia residents, as shown in the attachment to that report.

#338-21 WHEREAS, the Mayor and City Council of the City of Livonia believe quality roads are a vital part of any community; and

WHEREAS, the City of Livonia has a Citizens Advisory Committee on Roads which identifies City streets most in need of repair in order to

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovan, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

15. REQUEST FOR ADDITION TO THE LOCAL STREET SYSTEM FOR THE 2024 ACT 51 COMPUTATIONS: Engineering Division, re: for streets or portions thereof, newly opened in 2023.

Todd Zilincik, City Engineer, presented the request to Council.

Councilmember Donovan offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

15.

Engineering
October 20, 2023

MEETING DATE

S110123/r111323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR ADDITION TO THE LOCAL STREET SYSTEM FOR THE 2024 ACT 51 COMPUTATIONS: Engineering Division, re: for streets or portions thereof, newly opened in 2023.

BACKGROUND DETAILS

In accordance with the Michigan Department of Transportation's (MDOT) procedure for adding streets to the City's local street system, the Department of Public Works has requested that the Law Department prepare a resolution with regard to streets (or portion of streets) newly opened during 2023. To that end, the following resolution is offered for your consideration and possible adoption:

RESOLVED, that having considered a communication from the Department of Public Works, dated October 20, 2023, approved for submission by the Mayor, and which bears the signature of the Director of Finance and the City Attorney, concerning the inclusion in the local street system, for Act 51 revenue computation purposed, of the following street:

Josephine Court
(Addition)

Length: 551.94 l.f.
Termini: Lyndon Avenue to End

Legal Description:

Part of the Southeast 1/4 of Section 19, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as follows: Commencing at the east 1/4 Corner of Section 19; thence N 89°56'25" W, 1,526.72 feet along the east-west 1/4 line of Section 19 to the west line of Castle Gardens Subdivision No. 5 as recorded in Liber 57, Pages 1-3, Wayne County Records; thence N 00°18'40" W, 19.82 feet along said west line of Castle Gardens Subdivision No. 5 to the south right-of-way line of Lyndon Avenue; thence N 83°59'10" W, 331.00 feet along said south right-of-way line to the Point of Beginning of the Josephine Court right-of-way centerline; proceeding thence S 00°18'34" E, 371.83 feet; thence 180.11 feet along a 350.00 foot radius curve to the left, the chord of which bears S 14°56'32" E, 178.13 feet to the Point of Ending.

The Council does hereby authorize the City Engineer acting as the Street Administrator to apply to the Michigan Department of Transportation for the inclusion of said streets in the City's local street system for the purpose of computing the City's share of the Act 51 revenues,

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for

public purposes; and FURTHER, that said streets are accepted into the City's local street system and are located within a right-of-way under the control of the City of Livonia and that said streets were open to the public as of Decemeber 31, 2023.

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 Public Works, dated October 20, 2023, approved for submission by the Mayor, and which bears the signature of the Director of Finance and the City Attorney, concerning the inclusion in the local street system, for Act 51 revenue computation purposed, of the following street:

Josephine Court
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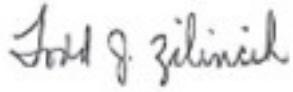
The Council does hereby authorize the City Engineer acting as the Street Administrator to apply to the Michigan Department of Transportation for the inclusion of said streets in the City's local street system for the purpose of computing the City's share of the Act 51 revenues,

AND BE IT FURTHER RESOLVED THAT the street is an approved public street and is open for public purposes; and FURTHER, that said streets are accepted into the City's local street system and are located within a right-of-way under the control of the City of Livonia and that said streets were open to the public as of Decemeber 31, 2023.

ATTACHMENTS

1. S110123 LTC 2024 ACT 51 Computations
2. Address Plan Grand Reserve

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: October 20, 2023



Don Rohraff, Director of Public Works

Date: October 20, 2023



Michael Slater, Finance Director

Date: October 20, 2023



Paul Bernier, City Attorney

Date: October 20, 2023

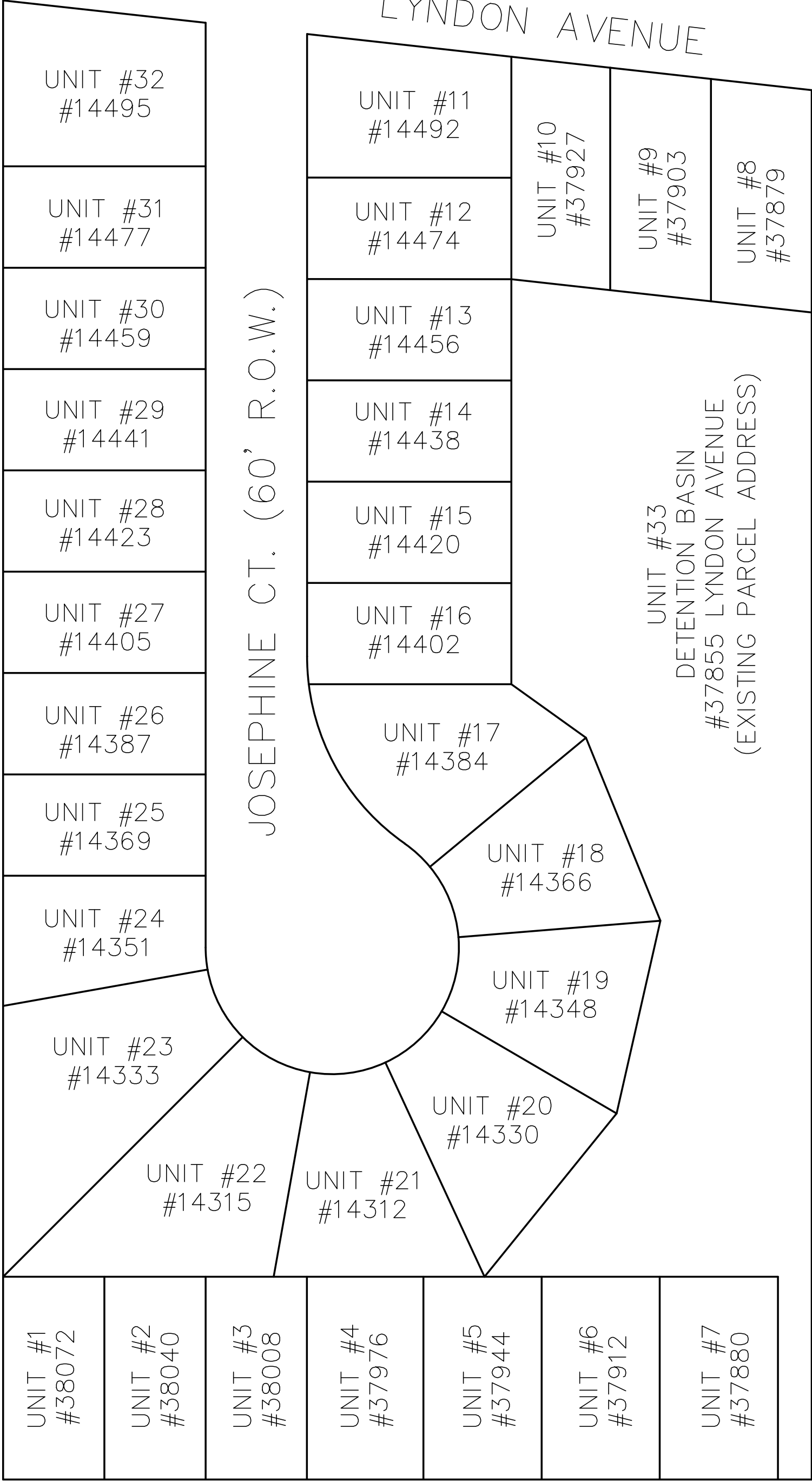


Maureen Miller Brosnan, Mayor

Date: October 20, 2023

GRAND RESERVE SITE CONDOMINIUMS

S.E. ¼ OF SECTION 19



**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

16. REQUEST TO PREPARE ORDINANCE LIMITING CITY MAILINGS PRIOR TO ELECTION DAY: Councilmember Scott Bahr, re: in order to avoid the appearance of city resources being used to benefit current elected officials during campaign seasons.

Councilmember Bahr presented the request to Council and asked that this item be put into Committee of the Whole.

Vice President Toy noted that we do have an Ethics Board that could be used when needed.

Councilmember Bahr offered an approving motion for the Consent agenda.

DIRECTION:

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

16.

Council Office
October 17, 2023

MEETING DATE

S110123/111323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO PREPARE ORDINANCE LIMITING CITY MAILINGS PRIOR TO ELECTION DAY: Councilmember Scott Bahr, re: in order to avoid the appearance of city resources being used to benefit current elected officials during campaign seasons.

BACKGROUND DETAILS

Item prepared as requested by Councilmember Scott Bahr during the Study Meeting of October 16, 2023:

On August 22, Chris Jackett (Public Relations Chief) sent an email to city employees and others who provide content for *Connections* magazine requesting material for the Winter 2023 edition. He gave a deadline of September 18 so the issue could hit resident mailboxes by November 15 (eight days after the election).

On September 29, he sent an email asking for edits to the first draft and said that the date had been moved up so that the publication hits mailboxes on November 2 (five days prior to the election). He also said that the publication is now on a "very condensed editing schedule." I don't know whether this implies any increased cost.

The draft of the cover features a picture of the mayor at a tree planting at Greenmead.

Why Is This a Concern?

The concern is not necessarily with the mayor being featured on the magazine; it is reasonable for the mayor to be featured on city publications at times. The concern here is the timing. A publication date changed to reach residents just prior to Election Day that prominently features a candidate in that election understandably raises questions as to whether taxpayer-funded resources are being used to benefit current elected officials.

How Is This Addressed Elsewhere?

I have not researched in-depth whether other communities regulate this, but U.S. congressional rules do. Those rules include the following:

- Each mass mailing sent by a congress member must bear the following notice: "Prepared, Published, and Mailed at Taxpayer Expense."
- Senators are prohibited from sending mass mailings fewer than 60 days prior to any primary election in which they are a candidate, as well as 60 days prior to any general election,

regardless of whether or not they are a candidate.

House members are prohibited from sending mass mailings fewer than 90 days prior to any general or primary election in which they are a candidate.

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

Request of the Law Department to prepare ordinance language to accomplish the following:

1. Require any City of Livonia mass mailing that contains one or more photos of or personal communication from any current City of Livonia elected official to clearly indicate that the publication was produced and mailed at taxpayer expense.
2. Prohibit any City of Livonia mass mailing that contain one or more photos of or personal communication from any current City of Livonia elected official fewer than 60 days of a City of Livonia primary or general election.

ATTACHMENTS

None

APPROVED BY



LETTER TO THE LIVONIA CITY COUNCIL

13.

Law
November 2, 2023

MEETING DATE

S110123/R111323/R120423

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Title 12, Chapter 16 (Parks and Playgrounds), Section 010 to change the name of park site AA after the Livonia Lions Club and Devon-Aire Wood Park to John T. Dufour Park.

BACKGROUND DETAILS

At your study meeting of November 1, 2023, you unanimously approved renaming the following Parks:

- Parksite AA to be named after the Livonia Lions Club,
- Devon-Aire Wood Park to John T. Dufour Park, and

Accordingly, the proposed Ordinance amendment reflecting these requested changes is hereby submitted for your consideration and possible adoption.

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

First read

ATTACHMENTS

1. S110123 LTC Renaming City parks
2. facility naming guidelines

APPROVED BY

A handwritten signature in blue ink, appearing to read "Paul Bernier".

Date: November 06, 2023

Paul Bernier, City Attorney

A handwritten signature in black ink, appearing to read "Maureen Miller Brosnan".

Date: November 09, 2023

Maureen Miller Brosnan, Mayor

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

9. REQUEST TO CONSIDER RENAMING CITY PARK SITES: Department of Parks and Recreation, re: in order to recognize the Livonia Lions Club, John T. Dufour, and Ronald Reinke for their contributions to the City of Livonia.

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

Paul Bernier, City Attorney, relinquished his position to Eric Goldstein, Assistant City Attorney, at 8:48 p.m. to allow him to speak on this item as a resident.

Councilmember Bahr asked if it would make more sense to change Devonaire Park to Dufour Park.

Mr. Davis explained the origin of the name Devonaire.

Vice President Toy said she appreciates naming Parks after important people in this instance but cautions to be careful due to history.

Councilmember McCullough thinks this is a great idea and it will help people learn more about history.

Paul Bernier, Livonia resident, gave some history and thinks we often lose sight of people that built this city. He is pleased to have a park named after his uncle, John Dufour.

Councilmember McIntyre thanked Paul Bernier for the history given to Council.

Councilmember McIntyre offered an approving motion for a First Read of the Ordinance on the Regular agenda.

Paul Bernier, City Attorney resumed his seat at 9:01 p.m.

DIRECTION: APPROVING FIRST READ REGULAR

**AN ORDINANCE AMENDING SECTION 010 OF TITLE
12, CHAPTER 16 (PARKS AND PLAYGROUNDS) OF
THE LIVONIA CODE OF ORDINANCES, AS
AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 010 of Title 12, Chapter 16 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.16.010 Parks and playgrounds established - Purpose - Names for specific areas. The parcels of land hereinafter referred to, each of which is owned by the City and used for park, playground and recreational purposes, and each of which is designated as being used for such purposes on the master plan of the City adopted pursuant to Act 285 of the Public Acts of 1931, as amended, shall hereinafter be known and referred to by the names respectively established therefor in the succeeding subsections of this section:

1. The land owned by the City in the Northwest 1/4 of Section 1, immediately east of the Hearthstone Subdivision, shall be known and referred to as "Hearthstone Park."
2. The land owned by the City in the Southeast 1/4 of Section 1, immediately adjacent to the Botsford Elementary School, shall be known and referred to as "Harvey W. Moelke Park."
3. The land owned by the City in the Southwest 1/4 of Section 5, immediately adjacent to a proposed Livonia public school site, shall be known and referred to as "Glen Brook Park."
4. The land owned by the City in the Southwest 1/4 of Section 9, immediately adjacent to the Marshall Elementary School, shall be known and referred to as "Helman Park."
5. The land owned by the City in the Northwest 1/4 of Section 11, immediately adjacent to the Coolidge Elementary School, shall be known and referred to as "Beverly Park."

6. The land owned by the City in the Southeast 1/4 of Section 12, immediately adjacent to the Taft Elementary School, shall be known and referred to as "Meadows Park."

7. The land owned by the City in the Northwest 1/4 of Section 12 and located at 29400 Curtis shall be known and referred to as "Parkview Park."

8. The land owned by the City in the Southeast 1/4 of Section 21 and at the intersection of Farmington and Lyndon Roads shall be known and referred to as "Livonia Henry Ford Centennial Athletic Field."

9. The land owned by the City in the Northeast 1/4 of Section 22 (Lot Nos. 324 and 325 of Livonia Gardens Subdivision) shall be known and referred to as the "Harry S. Wolfe Playground."

10. The land owned by the City in the Northeast 1/4 of Section 23, immediately north of and adjacent to Roosevelt Elementary School, shall be known and referred to as "Robert F. Nash Memorial Park."

11. The land owned by the City in the Northeast 1/4 of Section 24, immediately adjacent to the Harrison Elementary School, shall be known and referred to as "Compton Park."

12. The land owned by the City in the South 1/2 of Section 24, immediately adjacent to the Adams Elementary School, shall be known and referred to as "John F. Dooley Park."

13. The land owned by the City in the Northeast 1/4 of Section 32, immediately adjacent to the Garfield Elementary School, shall be known and referred to as "Country Homes Park."

14. The land owned by the City in the Southwest 1/4 of Section 34 at the intersection of West Chicago Road and Brookfield Avenue, shall be known and referred to as "Judge James E. Mies Park."

15. The land owned by the City in the Northwest 1/4 of Section 35, immediately adjacent to the Livonia Public School Property formerly known as Jefferson Elementary School, shall be known and referred to as "~~Devon Aire Woods~~ John T. Dufour Park."

16. The land owned by the City in the Northwest 1/4 of Section 36, immediately adjacent to the Wilson Elementary School, shall be known and referred to as "Clements Circle Park."

17. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 36 (the north 40 feet of Lot 45, Lot 46, and Lot 106 of the Chicago Heights Subdivision) shall be known and referred to as the "Thomas Elliott Playground."

18. The land owned by the City in the Southeast $\frac{1}{4}$ of Section 21 and located on the west side of Stark Road, shall be known and referred to as the "John Stymelski Veterans' Park."

19. The land owned by the City in the Southeast $\frac{1}{4}$ of Section 22 (Parcel No. 088-99-0001-000) and located on Lyndon Avenue immediately adjacent to the Jackson Elementary School, shall be known and referred to as "George H. Pastor Park."

20. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 34, south and adjacent to the Shelden Center and the Alfred Noble Library, shall be known and referred to as "W. Warren Shelden Park."

21. The land owned by the City in the Southwest $\frac{1}{4}$ of Section 2, on the west side of Sunset Boulevard, shall be known and referred to as "Hillcrest Park."

22. The land owned by the City in the South $\frac{1}{2}$ of Section 3, immediately adjacent to Tyler Elementary School, shall be known and referred to as "Livonia Jaycee Community Park."

23. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 8, immediately adjacent to Gold Manor Subdivisions No. 2 and 3, shall be known and referred to as "Gold Manor Park."

24. The land owned by the City in the Northeast $\frac{1}{4}$ of Section 8, immediately adjacent to and east of Beatrice Gardens Subdivision, shall be known and referred to as "Denmar Park."

25. The land owned by the City in the Southwest $\frac{1}{4}$ of Section 9, immediately adjacent to and west of the existing Helman Park, shall be combined with the existing Helman Park and shall be known and referred to as "Helman Park."

26. The land owned by the City in the Southeast $\frac{1}{4}$ of Section 11, south of Curtis Road, shall be known and referred to as "Sunset Park."

27. The land owned by the City in the West $\frac{1}{2}$ of Section 12, on the west side of Harrison Avenue, shall be known and referred to as "Parkview Park."

28. The land owned by the City in the Southeast $\frac{1}{4}$ of Section 14, immediately adjacent to and east of Golfview Woods Subdivision, shall be known and referred to as "Golfview Park."

29. The land owned by the City in the East $\frac{1}{2}$ of Section 17, immediately adjacent to Hoover Elementary School, shall be known and referred to as "Fairway Park."

30. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 17, immediately adjacent to Holmes Junior High School, shall be known and referred to as "Robert McCann Memorial Park."

31. The land owned by the City in the Southwest $\frac{1}{4}$ of Section 18, immediately adjacent to and west of Greenwood Farms Subdivision, shall be known and referred to as "Greenwood Park."

32. The land owned by the City in the West $\frac{1}{2}$ of Section 18, immediately adjacent to Blue Grass Farms Subdivision, shall be known and referred to as "Blue Grass Park."

33. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 19, immediately north and adjacent to Tiffany Park Subdivision No. 6, shall be known and referred to as "Bien Park."

34. The land owned by the City in the Southeast $\frac{1}{4}$ of Section 20, immediately north and adjacent to Madonna Estates Subdivision, shall be known and referred to as "Madonna Park."

35. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 21, immediately adjacent to and west of Koloff's Greenbriar Meadows Subdivision, shall be known and referred to as "Greenbriar Park."

36. The land owned by the City in the Southwest $\frac{1}{4}$ of Section 31, immediately adjacent to Dover Courts Subdivision, shall be known and referred to as "Dover Park."

37. The land owned by the City in the Southeast $\frac{1}{4}$ of Section 36, immediately adjacent to Cleveland Elementary School, shall be known and referred to as "Wilson Acres Park."

38. The land owned by the City in the East $\frac{1}{2}$ of Section 10 and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 10, lying between Merriman Road on the east and Hubbard and Brookfield Roads on the west, between Six and Seven Mile Roads, shall be known and referred to as "Rotary Community Park."

39. The land owned by the City in the Southwest $\frac{1}{4}$ of Section 4 and the Southeast $\frac{1}{4}$ of Section 5, located on either side of and immediately adjacent to the section line separating Sections 4 and 5, shall be known and referred to as "Bicentennial Park," excepting therefrom the following described parcel:

The north 800 feet of the South 860 feet of the Southwest $\frac{1}{4}$ of Section 4, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, bounded on the East by the West line of Bicentennial Estates Subdivision (Liber 99, Pages 77, 78, 79 and 80, Wayne County Records), and on the West by the East right-of-way line of Bicentennial Drive (86 feet wide), as established.

40. The land and house owned by the City in the Northeast $\frac{1}{4}$ of Section 6 (Parcel No. 021-99-0001-001), said land lying at the Southwest corner of Newburgh and Eight Mile Roads, shall be known and referred to as "Greenmead," and the main house located thereon to be known and referred to as "Hill House Museum"; and further, the North 550 feet of the East 1,000 feet of Parcel No. 021-99-0001-001 shall be known and referred to as the "Livonia Historical Village at Greenmead."

41. An ice arena building located on land owned by the City in the Southeast $\frac{1}{4}$ of Section 21, (Parcel No. 084-99-0016-000) located at the southeast corner of Stark and Lyndon Roads, shall be known and referred to as the "Eddie Edgar Sports Arena."

42. The North 800 feet of the South 860 feet of the Southwest $\frac{1}{4}$ of Section 4, T.1 S., R. 9 E., City of Livonia, bounded on the East by the West line of Bicentennial Estates Subdivision (Liber 99, Pages 77, 78, 79 and 80, Wayne County Records), and on the West by the East right-of-way line of Bicentennial Drive (86 feet wide), as established, shall be known and referred to as the "Ben Celani Recreation Area."

43. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 34, bounded on the east by vacant Hubbard Road, on the west by Fairfield Avenue, and extending south four hundred (400) feet from Orangelawn Avenue, as well as vacated Hubbard Road, as well as the west 100 feet of Rosedale Gardens Lots 1167-1176, shall be known and referred to as the "Rudolf R. Kleinert Park."

44. The land owned by the City in the Northeast $\frac{1}{4}$ of Section 36 and located at the Southwest corner of Plymouth and Inkster Roads, shall be known and referred to as "Livonia Sesquicentennial Park."

45. The land owned by the City in the Northwest $\frac{1}{4}$ of Section 5, except approximately the East 250 feet thereof, shall be known and referred to as "Whispering Willows Golf Course."

46. The land owned by the City in the South ½ of Section 5, lying east of the Fitzgerald Gardens Subdivision and west of and immediately adjacent to Bicentennial Park, shall be known and referred to as "Fox Creek Golf Course."

47. The land owned by the City in the East ½ of the Southeast ¼ of Section 17 and also the West 400 feet of the Southwest ¼ of Section 16, shall be known and referred to as "Idyl Wyld Golf Course."

48. The land owned by the City in the Northwest ¼ of Section 22 and located at the Southwest corner of Shadyside and Five Mile Roads (Parcel No. 086-01-0307-001) shall be known and referred to as "Larry J. Nehasil Park."

49. The land owned by the City in the Southwest ¼ of Section 9, immediately adjacent to the Marshall Elementary School, and land owned by the City in the Southwest ¼ of Section 9 that was combined with the existing Helman Park shall be known and referred to as the "Harry Tatigian Park and Nature Preserve."

50. The land owned by the City in the Southwest ¼ of Section 31, and located at the West ¼ corner of Section 31; thence N. 89° 19' 38" E 1979.48 feet along the East-West ¼ line of said section; thence S 00° 00' 00" W 60.00 feet; thence N 89° 19' 38" E 352.30 feet to the point of beginning; thence N 89° 19' 38" E 212.35 feet; thence S 00° 00' 28" W 137.77 feet; thence S 89° 43' 50" W 50.00 feet; thence S 79° 52' 40" W 58.44 feet; thence S 89° 43' 50" W 103.07 feet; thence N 00° 40' 22" W 146.29 feet to the point of beginning, shall be known and referred to as "Washington Park."

51. The land owned by the City in the Southeast ¼ of Section 31, and located west of Stonehouse Avenue and south of Westwind Drive, shall be known and referred to as the "Livonia Lions Club Park."

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Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.



LETTER TO THE LIVONIA CITY COUNCIL

9.

Parks and Recreation October 20, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST TO CONSIDER RENAMING CITY PARK SITES: Department of Parks and Recreation, re: in order to recognize the Livonia Lions Club, John T. Dufour, and Ronald Reinke for their contributions to the City of Livonia.

BACKGROUND DETAILS

The Parks and Recreation Commission discussed renaming park sites on September 6, 2023, and October 4, 2023.

#3920-23 **RESOLVED** that the Commission recommends to Council the following parks be renamed:

-Parksite AA to be named after the Livonia Lions Club

-Devon-Aire Wood Park to John T. Dufour Park

-The indoor natatorium at the Jack E. Kirksey Recreation Center to the Aquatic Center

Ronald R. Reinke

The Commission wishes to bring forward requests to rename parks after the Livonia Lions Club, John T. Dufour, and Ronald Reinke for their contributions to the City of Livonia and Parks and Recreation.

The Livonia Lions Club has spent several years working with scout and community groups remaking Parksite AA in Section 31. The work has included invasive species removal, trail maintenance, and forestry management. For these reasons, we recommend renaming Parksite AA to Lions Park in their honor.

John Dufour is widely considered the father of Livonia Parks and Recreation. During his time as Superintendent, we acquired most of our park sites, and his vision led to the park system we have today. In searching for places that follow our renaming guidelines, we recommend renaming Devon-Aire Woods Park to John T. Dufour Park.

If John Dufour is the father, Ronald Reinke was the worthy heir to his legacy. Ronald's work gave us the Rec Center, Fox Creek Golf Course, and countless improvements that are still with us today. We recommend renaming our indoor natatorium, the Ronald R. Reinke Aquatic Center.

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

The Parks and Recreation Commission respectfully requests that City Council act upon the Commission resolution and instruct the Law Department to prepare ordinance revisions.

ATTACHMENTS

1. facility naming guidelines

APPROVED BY



Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: October 20, 2023



Paul Bernier, City Attorney

Date: October 20, 2023



Maureen Miller Brosnan, Mayor

Date: October 20, 2023



City of Livonia
Parks and Recreation Department

FACILITY NAMING GUIDELINES

Purpose: To establish facility naming guidelines in approving philanthropic or honorary naming rights of city owned or controlled property or facilities, recognizing individuals, civic or charitable organizations.

Definitions: The following words will have the meaning ascribed to them herein:

- A. "Civic or charitable organization" shall mean a non-profit entity, family or group that has made a substantial contribution to the community, either through civic involvement, involvement in the events relevant to the specific property, or to the geographic location of specific city property, or made a financial and/or in-kind donation to support a specific public service or city property.
- B. "Individual" shall mean a person who has made a financial and/or in-kind donation to support a specific service or city property.
- C. "Honorary Naming Rights" shall mean the naming of city property to honor the service, commitment, or other type of participation by an individual or civic or charitable group.
- D. "Philanthropic Naming Rights" shall mean the naming of city property due to a charitable donation from an individual, civic or charitable group, or other entity or organization that is intended to enhance the community by financial and/or in-kind support for a specific public service or city property.
- E. "City property" shall mean city owned or controlled real property; public facilities such as buildings or parks; features or attributes of a facility such as a bench, walkway, hallway or room; or other public venue.

Process: The process to establish naming rights for city property shall be as follows:

- A. The renaming of facilities is strongly discouraged; however, those facilities named for geographic location, outstanding feature, or subdivision may be considered for renaming.
- B. Request for change should be submitted in writing to the Department Head.
- C. The option of dedication, hyphenated or shared naming may be considered in lieu of a complete name change.
- D. Boards/Commissions concerned with the acquisition and/or use of the property should be consulted for input on the naming/renaming of said facility.
- E. Funding for any change should be considered prior to City Council approval. This might include new signage, plaque and/or escrow account for replacement of items such as benches.
- F. The final decision to name or rename City property, will be made by the City Council. This decision will be made, by Resolution, during a Regular City Council Meeting.



LETTER TO THE LIVONIA CITY COUNCIL

14.

Law
November 3, 2023

MEETING DATE

S110123/R111323/R120423

PREPARED BY

Sara Kasprovicz, Council Office Manager,

AGENDA ITEM

PROPOSED AMENDMENT TO THE LIVONIA CODE OF ORDINANCES, AS AMENDED: Department of Law, re: to Title 12, Chapter 18 (Naming of Public Places and Buildings), Section 020 to change the name of the indoor natatorium at the Jack E. Kirksey Recreation Center to the Ronald R. Reinke Aquatic Center.

BACKGROUND DETAILS

At your study meeting of November 1, 2023, you unanimously approved renaming the indoor natatorium at the Jack E. Kirksey Recreation Center to the Ronald R. Reinke Aquatic Center.

Accordingly, the proposed Ordinance amendment reflecting these requested changes is hereby submitted for your consideration and possible adoption.

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

First read

ATTACHMENTS

1. S110123 LTC Renaming City parks
2. facility naming guidelines
3. Proposed Ordinance Ronald R. Reinke natatorium

APPROVED BY

Paul Bernier, City Attorney

Date: November 03, 2023

Maureen Miller Brosnan, Mayor

Date: November 09, 2023

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

9. REQUEST TO CONSIDER RENAMING CITY PARK SITES: Department of Parks and Recreation, re: in order to recognize the Livonia Lions Club, John T. Dufour, and Ronald Reinke for their contributions to the City of Livonia.

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

Paul Bernier, City Attorney, relinquished his position to Eric Goldstein, Assistant City Attorney, at 8:48 p.m. to allow him to speak on this item as a resident.

Councilmember Bahr asked if it would make more sense to change Devonaire Park to Dufour Park.

Mr. Davis explained the origin of the name Devonaire.

Vice President Toy said she appreciates naming Parks after important people in this instance but cautions to be careful due to history.

Councilmember McCullough thinks this is a great idea and it will help people learn more about history.

Paul Bernier, Livonia resident, gave some history and thinks we often lose sight of people that built this city. He is pleased to have a park named after his uncle, John Dufour.

Councilmember McIntyre thanked Paul Bernier for the history given to Council.

Councilmember McIntyre offered an approving motion for a First Read of the Ordinance on the Regular agenda.

Paul Bernier, City Attorney resumed his seat at 9:01 p.m.

DIRECTION: APPROVING FIRST READ REGULAR

**AN ORDINANCE AMENDING SECTION 020 OF TITLE
12, CHAPTER 18 (NAMING OF PUBLIC PLACES AND
BUILDINGS) OF THE LIVONIA CODE OF
ORDINANCES, AS AMENDED.**

THE CITY OF LIVONIA ORDAINS:

Section 1. Section 020 of Title 12, Chapter 18 of the Livonia Code of Ordinances, as amended, is hereby amended to read as follows:

12.18.020 Public places and buildings -- Names for specific areas or buildings. The parcels of land or buildings hereinafter referred to, each of which is owned by the City and used for public purposes, shall hereinafter be known and referred to by the names respectively established therefore in the succeeding subsections of this section:

1. The land owned by the City in that part of the Northwest 1/4 of Section 22, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as beginning at a point distant East along the North line of said Section 22, 800 feet and South 310 feet from the N.W. 1/4 corner of Section 22, proceeding thence East 200 feet; thence South 280 feet; thence West 200 feet; thence North 280 feet to the point of beginning, shall be known and referred to as the "Livonia City Hall - Edward H. McNamara Building."

2. The land owned by the City in that part of the Northwest 1/4 of Section 22, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as beginning at a point distant East along the North line of said Section 22, 1,355 feet and South 230 feet from the N.W. 1/4 of Section 22, proceeding thence East 250 feet; thence South 240 feet; thence West 250 feet; thence North 240 feet to the point of beginning, shall be known and referred to as the "Robert and Janet Bennett Library."

3. The land owned by the City in that part of the Northwest 1/4 of Section 22, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as beginning at a point distant S. 01°25' W. along the West line of said Section 22, 831.22 feet and S. 88°35'30" East along the Southerly line of Civic Center Drive (66 feet wide), as extended, 290 feet to the point of beginning; proceeding thence S. 01°24'30" West, 650 feet; thence South 88°35'30" East, 400 feet; thence North 01°24'30" East, 650 feet; thence North 88°35'30" West, 400 feet to the point of beginning, shall be known and referred to as the "Robert Turner Police Headquarters Building."

4. The land owned by the City in that part of the Northeast 1/4 of Section 21, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as beginning North 89°44' West, 363 feet from the East 1/4 corner of Section 21; thence North 89°44' West, 960.30 feet; thence North 677.73 feet; thence South 89°38'48" East, 685 feet; thence South 01°23' West 342.93 feet; thence South 89°38'48" East, 280 feet; thence South 333.30 feet to the point of beginning except that part described as beginning North 89°44' West, 881 feet from the East 1/4 corner of Section 21; thence North 33 feet; thence North 89°44' West, 60 feet; thence North 00°39'33" East, 8.79 feet; thence North 44° right RAD 80 feet arc 125.66 feet; thence North 45°39'33" East, 194.43 feet; thence South 89°20'27" East, 147.86 feet; thence South 44°20'27" East, 248.51 feet; thence South 14°20'27" East, 85.81 feet; thence South 44°20'27" East, 214.39 feet; thence South 00°39'33" West, 105.90 feet; thence North 89°44' West, 60 feet; thence South 33 feet; thence North 89°44' West, 258.98 feet to the point of beginning 7.71 AC

and

The land owned by the City in that part of the Northeast 1/4 of Section 21, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as beginning North 89°44' West, 881 feet from the East 1/4 corner of Section 21; thence North 00°39'33" East, 67.43 feet; thence North 44°20'27" West, 384.43 feet; thence on a curve to right RAD 20 feet arc 31.42 feet; thence North 45°39'33" East, 169.57 feet; thence South 89°20'27" East, 98.14 feet; thence South 44°20'27" East, 19.53 feet; thence South 14°20'27" East, 90 feet; thence South 44°20'27" East, 213.65 feet; thence South 00°39'33" West, 258.98 feet to the point of beginning 3.09 AC, and shall be known and referred to as the "Silver Village."

5. The land owned by the City in that part of Lot 496 except the North 100 feet, the South 100 feet, the West 100 feet and the East 100 feet thereof of Supervisor's Livonia Plat No. 8 as recorded in Liber 66, Page 59 of Wayne County Records, said plat being part of the North 1/2 of the Southeast 1/4 of Section 2, T. 1 S., R. 9 E., Livonia Township (now City of Livonia), Wayne County, Michigan

and

The land owned by the City in that part of the Southeast 1/4 of Section 2, T. 1 S., R. 9 E., Livonia Township (now City of Livonia), Wayne County, Michigan, described as beginning at a point distant South 01°58'52" East, 1,416 feet and North 87°43'30" East, 448 feet from the center 1/4 corner of Section 2; thence North 87°43'30" East, 110 feet; thence South 02°10'35" East, 180 feet; thence South 87°43'30" West, 110 feet; thence North 01°58'52" West, 180 feet to the point of beginning, shall be known and referred to as the "McNamara Towers Site."

6. The land owned by the City in that part of the Southeast 1/4 of Section 30, T. 1 S., R. 9 E., City of Livonia, County of Wayne, Michigan, described as beginning at a point on the East line of said Section distant North 00°04'20" East, 1,098.14 feet from the intersection of said East line and the center line of Plymouth Road and proceeding thence due West, 1,153.85 feet; thence North 00°05' East, 377.54 feet; thence due East, 1,153.79 feet of the East line of Section 30; thence South 00°04'20" West along said East line 377.54 feet to the point of beginning 10.00 acres (Sidwell No. 120-99-0002-000), shall be known and referred to as "Newburgh Village."

7. The land owned by the City in that part of Lots 1723, 1724, 1729, 1730 and also adjacent vacated street to said lots of Rosedale Gardens Subdivision No. 9 as recorded in Liber 77, page 41, Wayne County Records, said subdivision being a part of the N.W. 1/4 of Section 34, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan (Sidwell No. 134-03-1640-000), shall be known and referred to as "Noble Library."

8. The land owned by the City in that part of the Southeast 1/4 of Section 2, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as beginning at a point on the South Section line distant North 89°52'30" West, 1,876 feet and North 120 feet from the S.E. corner of Section 2 and proceeding thence North 80 feet; thence West, 120 feet; thence South 80 feet; thence East, 120 feet to the point of beginning (Sidwell No. 008-99-0009-000), shall be known and referred to as "Sandburg Library."

9. The land owned by the City in that part of the Northeast 1/4 of Section 22, T. 1 S., R. 9 E., City of Livonia, Wayne County, Michigan, described as Lots 27 thru 52 inclusive except the N 35.00 feet thereof also Lots 53 thru 182 including also all adjacent vacated streets and alleys Livonia Park Sub T1S R9E L51 P92 WCR more particularly described as beginning at a point distant S 00°01'50" E 88.00 feet and S 89°45'00" E 43.00 feet from N 1/4 corner Section 22 proceeding thence S 89°45'00" E 621.55 feet thence S 00°09'29" E 1199.18 feet thence N 89°19' 58" W 625.53 feet thence N 00°01'50" E 1194.60 feet to POB 17.13 acres (Sidwell No. 085-02-0027-001), shall be known and referred to as "Jack E. Kirksey Recreation Center."

10. The natatorium contained within the Jack E. Kirksey Recreation Center shall be known and referred to as the "Ronald R. Reinke Aquatic Center."

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Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Should any portion of this ordinance be held invalid for any reason, such holding shall not be construed as affecting the validity of any of the remaining portions of this ordinance.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

Councilmember McCullough led the Pledge of Allegiance.

1. SITE PLAN PETITION: Planning Commission, re: Petition 2023-09-08-07, submitted by Soave Homes, requesting to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast ¼ of Section 32.

Mark Taormina, Planning and Economic Development Director, presented the request to Council.

Brian Duggan, representative for Soave Homes, was present to answer questions.

Vice President Toy asked what roads this is at and if the homes will be brick. She also asked what the square footage and cost of the homes will be and if Mr. Duggan will be listing them.

Mr. Duggan indicated it is south of Plymouth on the east side of Levan. They plan to use brick on all four sides to the Beltline. The homes will be 1400 to 1900 square feet and will be somewhere in the \$300,000 to \$400,000 range. He confirmed that he will be listing the homes.

Councilmember Donovic indicated he is in support of this addition to Livonia.

President Jolly asked if there will be a Monument Marker for this condominium development.

Mr. Taormina indicated there isn't one shown on the plans.

Mr. Duggan said they are not planning to use a Monument Marker.

President Jolly said he feels that monuments look out of place and we should avoid putting them up when we can.

Councilmember Bahr asked if a Monument Marker not being a requirement should be included in the resolution.

Paul Bernier, City Attorney, said he doesn't believe we need to include it since it's not shown on the plans.

Councilmember Bahr asked if the homes will be 14 feet apart and if this compares to the existing homes across the street. He confirmed the lot sizes across the street were 60 feet and asked if Mr. Duggan was involved with the initial proposal.

Mr. Duggan said he believes they are 14 feet. He indicated he was present for the previous proposal in 2017 and believes they were working out the logistics of the storm sewers and the cost at that time. He also indicated it was not approved at that time.

Councilmember McCullough asked Mr. Taormina about the zoning and if we have any leverage to ask that the lot sizes conform to the ones across the street instead of being smaller with the homes closer together.

Mr. Taormina indicated it's a standard of compatibility that could be put in the ordinance to apply in these situations, but it doesn't currently exist.

Councilmember Bahr said the ordinance dictates a minimum requirement but that doesn't prohibit the Council from asking for something more. He indicated he remembers Council doing this in the past.

Mr. Bernier indicated it has been done previously with the agreement of Council and the developer.

Councilmember Bahr asked that this be put on the Regular agenda to further discuss the lot sizes conforming to the existing homes.

Mr. Taormina pointed out the distinction between the project that Councilmember Bahr was referring to and this one is the previous one was developed under the single-family clustering requirements, where there is specific language in the ordinance that requires compatibility wherever a cluster development is immediately adjacent to or abutting an existing single-family subdivision. In that case, the ordinance did require the wider lots adjacent to that existing subdivision and that differs here since it's not a PRD or a cluster development. He indicated this is a conventional development.

Councilmember Bahr asked if Law could let Council know if they could specify a wider width based on the way this is zoned.

Councilmember Donovic confirmed that zoning here permits 50-foot lots and asked if the next step would be 60-foot lots.

Mr. Taormina indicated the next zoning classification is N2 which allows a minimum of 70-foot lots.

Councilmember Donovic indicated the zoning requirement is 50-feet and anything above that would be determined by the developer of the site itself. He doesn't feel it's appropriate for Council to start increasing size requirements unless they change the zoning classification.

Councilmember Morgan asked why there is 33-foot area reduced on the plans and if the landowner could have used that to allow for bigger lot sizes.

Mr. Taormina indicated the 33-foot area along the western edge of the property is dedicated to the public right of way for road purposes. The ordinance would not recognize that portion for development purposes.

President Jolly explained the first time they reviewed this site, they got the history of the property. The house to the south was owned by the same family for about 100 years and they owned the surrounding neighborhood as well. Little by little the area that was once their land became the neighborhood. And he feels the street may have been there as a private access to the property.

Mr. Taormina agreed that the land area was part of the property to the south and this property was effectively split in half. It does serve another house or two further to the south, but it is basically an easement on those properties.

Councilmember Bahr noted that there is not a zoning classification between 50-foot minimum and 70-foot minimum.

Vice President Toy offered an approving motion for the Consent agenda, but Councilmember Bahr asked it be put on the Regular agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

1.

Planning
October 18, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

SITE PLAN PETITION: Planning Commission, re: Petition 2023-09-08-07, submitted by Soave Homes, requesting to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast $\frac{1}{4}$ of Section 32.

BACKGROUND DETAILS

October 19, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-09-08-07 - Soave Homes

Dear Council Members:

At the 1,205th Public Hearings and Regular Meeting held by the City Planning Commission on October 17, 2023, the following resolution was adopted:

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

#10-62-2023 RESOLVED, That the City Planning Commission does hereby recommend to City Council that Petition 2023-09-08-07 submitted by Soave Homes requesting approval of the Master Deed, Bylaws, and site plan under Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast $\frac{1}{4}$ of Section 32, be approved subject to the following conditions:

1. The Site Plan identified as Sheet 3, dated October 13, 2023, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to.
2. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
3. Sidewalks shall be provided along Parkdale and Levan as determined by the Engineering Department.

4. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
5. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.
6. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
7. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce, and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
8. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
9. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
10. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

ATTACHMENTS

1. 2023-09-08-07_E-COUNCIL Pkt

APPROVED BY



Mark Taormina, Planning and Economic Development Director

Date: October 19, 2023



Maureen Miller Brosnan, Mayor

Date: October 19, 2023

Petition 2023-09-08-07 submitted by Soave Homes
requesting approval of the Master Deed, Bylaws, and site plan under Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast ¼ of Section 32.

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR SITE CONDOMINIUM REVIEW & APPROVAL

All petitions shall be filed with the City Planning Commission, 33000 Civic Center Drive, Livonia, MI 48154-3097. **Filing fee = \$600.00 plus \$20.00 per lot or unit.**

Date Filed: September 14, 2023 Petition 2023-09-08-07

Site Address: 10014 Levan Sidwell 125-99-0005-02

Name of Development: Baci's Estates

Applicant: Michael Soave Business/Company: Soave Homes

Applicant's Address: P.O. Box 729 City: South Lyon State: Mi Zip Code: 48178

Applicant's Phone # (734) 261-1835 Applicant's Email: Soavehomes@gmail.com

Contact Person: Brian Duggan Business/Company: Duggan Realty

Contact's Address: 14315 Denne City: Livonia State: Mi Zip Code: 48154

Contact's Phone # (734) 776-4663 Contact's Email brianduggan16@gmail.com

Please provide the following information:

- 1) **Master Deed** including:
 - bylaws
 - name of development
 - percentage of brick of housing units
- 2) **Site Plan** showing:
 - layout of development, including number of lots, dimensions of lots, street width(s), building envelopes, sidewalks
 - all easements
 - any significant topographic features (existing or proposed)
 - location of light standards & cutout showing type & height

REMINDER: lots with a side or rear lot line abutting a major thoroughfare with an existing or proposed right-of-way width of 120 ft. or more shall be increased in depth and/or lot width by at least 30 ft.

- 3) **One (1) set of reduced plans, a maximum 11" x 17" in size, or digital file in .pdf format either on CD or emailed to planning@ci.livonia.mi.us**
- 4) One (1) completed application form & **three (3)** full size drawings

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

FEE COMPUTATION

			\$600.00
Number of condominium lots/units	<u>5</u>	x \$20.00	+ <u>100.00</u>
Total Amount Due			\$ <u>700.00</u>

Owner of Property: Soave Homes

Owner's Address: P.O. Box 729 City: South Lyon State: Mi Zip Code: 48178

Owner's Phone # (734) 261-1835 Owner's Email _____

Signature of Owner: [Signature] Print Name: Michael Soave

RECEIVED
SEP 15 2023
CITY OF LIVONIA
PLANNING COMMISSION

PAID
SEP 15 2023
TREASURER'S OFFICE
CITY OF LIVONIA

UNAPPROVED MINUTES

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MINUTES OF THE 1,205th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, October 17, 2023, the City Planning Commission of the City of Livonia held its 1,205th Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

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

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

Members absent: None

Mr. Scott Miller, Planner IV, Jacob Uhazie, Planning & Economic Development Coordinator, and Stephanie Reece, Program Supervisor, were also present.

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

ITEM #4 PETITION 2023-09-08-07

Baci's Estates

Mr. Caramagno, Secretary, announced the next item on the agenda, Petition 2023-09-08-07 submitted by Soave Homes requesting approval of the Master Deed, Bylaws, and site plan under Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast ¼ of Section 32.

Mr. Miller: Currently the subject site consists of three parcels. All three parcels are undeveloped. The zoning of all three parcels is N1 (Neighborhood), which requires a minimum lot area of 6,000 square feet with lot dimensions of 50 feet in width by 120 feet in depth. The subject site is surrounded by single-family residential homes. The site plan shows five new homes. Units two through five are similar in size and measure 52 feet wide by 120 feet in depth for a total lot area of 6,214 feet. Unit one, which is the westernmost unit on the corner of Parkdale and Levan, is slightly larger measuring 60. 91 feet in width by 120 feet in depth for a total lot area 7,309 feet. That is the extent of this petition.

Mr. Wilshaw: Alright, thank you, Mr. Miller. Do we have correspondence on this item?

Mr. Uhazie: Yes. The first item is from the Engineering Division, dated September 19, 2023, which reads as follows: *"In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time but would like to note the following items: 1. The subject parcels are assigned the addresses of #36143, #36155 and #36167 Parkdale Avenue. Once the development has been approved and permits are issued, the Engineering Department will assign addresses to the individual units. 2. The legal descriptions included with the submitted drawings appear to be correct with the exception of the description for the westerly parcel (125-99-0005-005, #16167 Parkdale) which excludes the west 33 feet for Levan Road right-of-way. As of this time, the roadway right-of-way has not been dedicated to the City and should be considered part of the parcel. If the descriptions are meant to convey the legal descriptions once the condominium has been developed, there should be one overall description for the entire condominium parcel, and not 3 separate descriptions. 3. The existing parcel is currently serviced by the public water main, and public storm sewer will be extended to the site by the City. Public sanitary sewer is located on the neighboring parcel to the southeast, but the developer will need to obtain additional easements from those property owners to extend the sanitary to the condominium property as shown. The width of the existing easements does not meet the current*

minimum standards, and the proposed angle of the sanitary extension will require additional easements to be dedicated to allow for future maintenance. We do not believe the additional flows from the development will negatively impact the existing systems. 4. The Owner and his Engineer have been in contact with this department on requirements for the proposed development, and review comments of the first plan submittal have been provided to the owner/engineer. 5. The proposed development will be required to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, stormwater calculations and detention are not shown on the submitted drawings. 6. Per the proposed layouts, all storm sewers, including detention basins, will be privately- owned. Sanitary sewer and water main will be public, located within dedicated easements on the site or in the existing right-of-way. Easements will need to be of minimum width as required in the Engineering Department Site Plan Design Standards. 7. No additional construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.) 8. The Master Deed and Bylaws that were submitted do not include the referenced Exhibit (or Form) "B" drawings as referenced in the Master Deed. As those drawings define the size and locations of proposed easements, we are not able to review those items at this time. The permit drawings do show proposed easement locations, and we have previously returned comments on those to the Owner/Engineer." The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated September 21, 2023, which reads as follows: "This office has reviewed the site plan submitted in connection with a request to construct a commercial building on property located at the above referenced address. We have no objections to this proposal. Thank you for the details on fire hydrant placement. A further detailed plan review will take place when this division receives an official plan set." The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated October 5, 2023, which reads as follows: "I have reviewed the plans in connection with the petition. I have no objections to the proposal." The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Inspection Department, dated October 9, 2023, which reads as follows: "Pursuant to your request, the above-referenced petition has

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been reviewed. This Department has no objections to this petition.” The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated September 20, 2023, which reads as follows: *“I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal.”* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer’s Department, dated October 2, 2023, which reads as follows: *“In accordance with your request, the Treasurer’s Office has reviewed the address connected with the above noted petition. At this time, there are no outstanding amounts receivable for taxes. Therefore, I have no objections to the proposal.”* The letter is signed by Lynda Scheel, Treasurer. That is the extent of the correspondence.

- Mr. Wilshaw: That was a lot to read. Thank you for that. Are there any questions of our planning staff?
- Mr. Bongero: Scott, do we know how far apart the home spacing is?
- Mr. Miller: They are showing a seven feet setback, so about 14 feet between houses.
- Mr. Bongero: But is that...that's kind of confusing because it seems...I mean, I guess each lot is 6,200 square feet, right?
- Mr. Miller: Right.
- Mr. Bongero: So, they're going to be 14 feet. Each house would be 14 feet apart.
- Mr. Miller: Yes.
- Mr. Bongero: So, it's 14, because the arrows pointing to the building envelope, and I don't know if that's the actual building or...
- Mr. Miller: The building envelopes represent where the houses have to be built. Most houses aren't exactly the size of the envelope, but they do define their boundaries.
- Mr. Bongero: Okay. Thank you.
- Mr. Wilshaw: Thank you, Mr. Bongero. Any other questions for our planning staff?

Mr. Caramagno: This version shows 50-foot-wide lots for the four eastern lots. Were they changed to 52 feet?

Mr. Miller: Yes. The revised plan now shows them at 52 feet wide except for the one on the corner which would be approximately 61 feet wide.

Mr. Caramagno: Okay, so four at 52 feet and one at almost 61 feet.

Mr. Miller: Correct.

Mr. Caramagno: Okay. Thank you.

Mr. Wilshaw: Thank you, Mr. Caramagno, that's a good question. Are there any other questions for our planning staff? If not, our petitioner's representative, Mr. Duggan, is here. Good evening, sir.

Brian Duggan, 14315 Denne, Livonia, Michigan 48154. How are you guys doing tonight? Yes. Mr. Taormina called me, and we worked out a different site plan. He wanted to go to the 52 foot instead of the 50 and shrink down the corner one because we still have plenty of setback. So, the Planning Department is on board as far as I know, and Engineering is on board with all those changes. And I did not go across the street and measure houses because Mark told me not to do that.

Mr. Wilshaw: You didn't want to be out there with your wheel?

Mr. Duggan: Well, I don't problem doing it, but he told me not to.

Mr. Wilshaw: Probably not the best idea. All right, good. Well, thank you for providing that updated information. Are there any questions for our planning or for our petitioner?

Mr. Ventura: Just for the edification and elucidation for everyone here, I did measure the distance between the houses across the street. And they're 15 and a half feet apart. Not very different than what the petition is proposing.

Mr. Wilshaw: So, you used Mr. Duggan's wheel?

Mr. Ventura: My laser.

Mr. Wilshaw: Wow. Okay. You went up the lasers now.

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- Mr. Duggan: I have my wheel in my car from the spree so I can walk it.
- Mr. Wilshaw: Alright, well, that's good information. Thank you. Any other questions, comments from any of our commissioners? Mr. Caramagno.
- Mr. Caramagno: Brian, the pictures, the renderings that you showed of the houses, There, they got a lot of brick on them. Is that only in the front? Or will that be along the sides as well?
- Mr. Duggan: No, that's only on the front.
- Mr. Caramagno: It's only on the fronts. What about the sides? Siding top to bottom or what?
- Mr. Duggan: Yes. Top to bottom at this point.
- Mr. Caramagno: So, no brick, no brick on the sides at all.
- Mr. Duggan: That's not what he's doing lately over there at the Dundee property. That's what he's going to do.
- Mr. Caramagno: Okay.
- Mr. Wilshaw: Mr. Miller, regarding that subject, I thought that requirement for brick and all four sides used to be part of our ordinance. Is that still in there?
- Mr. Miller: It was not in the ordinance but was typically a condition. Usually something like 80% brick on the first story, and I think 60% brick on the second floor.
- Mr. Wilshaw: Yeah, that's pretty standard verbiage.
- Mr. Miller: If you want that could be added to the approving conditions.
- Mr. Wilshaw: Okay, so that could be a condition. Okay.
- Mr. Duggan: We could just do a two-foot belt on the sides and the back and the front brick. That's kind of an attractive look.
- Mr. Wilshaw: All right. Yeah, certainly. That's all...you know, more than anybody, Mr. Duggan, the character of homes in this city versus many of the other communities so we, you know, we like our brick.

Mr. Duggan: I know you do. I remember Mr. Jonna came he said I'm going to wear a brick suit one day, so...

Mr. Wilshaw: I could believe it. All right. Any other questions from any of our commissioners, for our petitioner? I see no other questions. There's no one else in the audience to speak on this item. Is there anything else you'd like to add Mr. Dugan?

Mr. Duggan: No, feel free if you want to make some changes. I really want to walk out with your approval on this form. So...

Mr. Wilshaw: Okay. All right. Well, let's see what happens when we go back to the commission and see if someone will offer a motion.

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

#10-62-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to City Council that Petition 2023-09-08-07 submitted by Soave Homes requesting approval of the Master Deed, Bylaws, and site plan under Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast ¼ of Section 32, be approved subject to the following conditions:

1. The Site Plan identified as Sheet 3, dated October 13, 2023, prepared by Arpee/Donnan, Inc., is hereby approved and shall be adhered to.
2. All disturbed lawn areas, including road rights-of-way, shall be sodded in lieu of hydroseeding.
3. Sidewalks shall be provided along Parkdale and Levan as determined by the Engineering Department.
4. The condominium Master Deed and Bylaws comply with the requirements of the Subdivision Control Ordinance, Title 16, Chapter 16.04-16.40 of the Livonia Code of Ordinances, and Section 7.27 of the Livonia Zoning Ordinance, as amended.
5. The petitioner shall include language in the Master Deed and Bylaws that requires the condominium association to reimburse the City of Livonia for any maintenance or repair

costs incurred for the stormwater detention/retention and outlet facilities and gives the City the right to impose liens in the event the charges are not paid within thirty (30) days.

6. This site shall meet either the City of Livonia or the Wayne County Storm Water Management Ordinance, whichever applies, and the developer shall secure a soil erosion and sedimentation control permit before commencing any grading activities on the site.
7. The developer and all contractors and subcontractors shall employ best management practices to prevent, reduce, and mitigate the problems associated with soil erosion and airborne dirt and dust from migrating off-site, including provisions for erosion control barriers, daily street sweeping, watering, and halting earthwork activities on days when the wind conditions are likely to cause a problem.
8. Only a conforming entrance marker is approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
9. All required cash deposits, certified checks, irrevocable bank letters of credit, and/or surety bonds shall be deposited with the City prior to the issuance of engineering permits; and
10. Pursuant to Section 13.13 of the Livonia Zoning Ordinance, as amended, this approval is valid for a period of one year only from the date of approval by the City Council, and unless a building permit is obtained, this approval shall be null and void at the expiration of said period.

Mr. Wilshaw: Is there any discussion?

Mr. Caramagno: I don't remember the houses in the neighborhood. Are they all brick? Do they have brick on the sides?

Mr. Wilshaw: Is that question to... anybody know, anybody recall?

Mr. Wilshaw: Mr. Miller, do you happen to know?

Mr. Miller: I didn't look. Sorry.

Mr. Ventura: There was brick on some of them.

Mr. Caramagno: Is there siding right to the grass?

Mr. Ventura: Yeah, some of them are.

Mr. Caramagno: Are they? Okay, well, maybe these match. And then my second question is about the conforming entrance marker in number eight? This is for a condominium? Is that what that's for?

Mr. Miller: Yes, correct.

Mr. Caramagno: Is it required for a five-unit condominium? Is it necessary?

Mr. Miller: No. We just put it in there to make sure, if they install one, it must be conforming. They don't have to put one up.

Mr. Caramagno: Okay. All right. That's my questions. Thank you.

Mr. Wilshaw: Thank you, Mr. Chairman. I know any other questions or comments on the motion?

Mr. Caramagno: Just as we come back, Wafa is showing me some pictures of...these houses in the neighborhood are all brick and the sides and back have nothing on them.

Mr. Duggan: I think to the west they are not though. And I think the new subdivisions built back in the 80s are not.

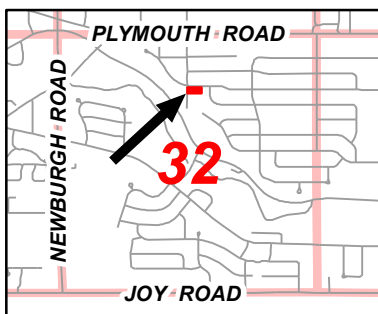
Mr. Wilshaw: All right, thank you. All right. If everyone's satisfied, there's no other amendments or changes to the motion to approve. I think the Secretary can call the roll.

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



PARKDALE AVENUE

LEVAN ROAD



Aerial Map

Petition 2023-09-08-07
Baci's Estates Siite Condominium
10014 Levan Road



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

MISCELLANEOUS

ITEM 4

Petition 2023-09-08-07 submitted by Soave Homes requesting approval of the Master Deed, Bylaws, and site plan under Section 7.27 of the Livonia Zoning Ordinance, as amended, to develop a site condominium (Baci's Estates) consisting of five (5) single-family homes on the properties at 36143, 36155 and 36167 Parkdale Avenue, located on the south side of Parkdale Avenue between Arthur Avenue and Levan Road in the Northeast ¼ of Section 32.

October 10, 2023: Study Meeting:

This review is for a new condominium subdivision consisting of five (5) lots located on the southeast corner of Parkdale Avenue and Levan Road. The subject site consists of three (3) parcels: 36143, 36155, and 36167 Parkdale Avenue. The zoning is N1, Neighborhood, which requires a minimum lot area of 6,000 square feet and minimum lot dimensions of fifty feet (50') in width by 120 feet in depth.

All three (3) existing parcels are undeveloped. Two (2) properties, 36143 and 36155 Parkdale Avenue, measure 64' x 120' for a total lot area of 7,680 square feet. The corner parcel, 36167 Parkdale Avenue, measures 140.91 feet along Parkdale Avenue and 120 feet along Levan Road, for a total lot area of 16,909 square feet. Altogether, the three (3) properties measure 268.91 feet along Parkdale Avenue and 120 feet along Levan Road, for a total lot area of 32,269 square feet.

In 2015, the subject site was created as a single 0.83-acre parcel by dividing the property to the south. At the time, the parent parcel, 10000 Levan Road, measured approximately 67,623 square feet, or 1.55 acres. The parcel was split into two (2) parts: a northern ½, which constitutes the property now the subject of this petition, and a southern ½, which contains the single-family house at 10000 Levan Road. In 2017, the subject site, a single parcel (10014 Levan Road), was rezoned from RUF, Rural Urban Farm, to R-1, One Family Residential. The purpose of the rezoning was to allow for the division of the property to construct four (4) new single-family homes. In November 2017, the site received site plan approval (CR #384-17) to develop a site condominium (Baci Estates) consisting of four (4) detached single-family homes. The new home sites were identified on the submitted survey as Units 1, 2, 3, and 4. Units 1, 2, and 3 were equal in size, measuring 64' x 120', and Unit 4, the western-most lot at the corner of Parkdale Avenue and Levan Road, was slightly larger, measuring 76.91 feet in frontage along Parkdale Avenue by 120 feet along Levan Road, for a total lot area of 9,229 square feet. All four (4) condominium lots met or exceeded the minimum lot size requirements of the R-1 zoning district. This site condominium project was never developed. In 2020, the subject site was split into its current configuration of three (3) parcels. With the adoption of the Livonia Vision 21 Zoning Ordinance in 2021, the R-1 District was eliminated and replaced with the N1 District. This change reduced the minimum required lot width from sixty feet (60') to fifty feet (50'), thus enabling the development of five (5) conforming lots, which the current plan proposes.

MISCELLANEOUS

The site is surrounded by single-family residential homes, zoned either N1 or RUF. Further to the west is the Middle Rouge Parkway, zoned P-L, Public Lands.

The new home sites are identified on the submitted survey as Units 1, 2, 3, 4, and 5. Units 1, 2, 3, and 4 would be equal in size, measuring 50' x 120' for a total lot area of 6,000 square feet. Unit 5, the westerly-most unit at the corner of Parkdale Avenue and Levan Road, would measure 68.91 feet in frontage along Parkdale Avenue by 120 feet along Levan Road, for a total lot area of 8,269 square feet. All five (5) condominium lots meet or exceed the minimum lot size requirements of the N1 zoning district. Compared with the surrounding N1-zoned neighborhood, the existing lots generally meet or exceed the prior R-1 zoning standards of 60' x 120'.

It is important to note that Levan Road, as it extends south across the west side of the subject property, is a narrow gravel drive providing access to four (4) other homes. Initially, the planned future right-of-way width of Levan Road was eight-six feet (86'); however, the east half of the road was never dedicated, and the Master Thoroughfare Plan now shows this section of the road, south of Parkdale Avenue, as a local street (60-66 ft. wide right-of-way). The submitted plan shows the dedication of an additional thirty-three feet (33') of right-of-way, which appears sufficient to entirely place the traveled portion of Levan Road within a public right-of-way, at least for the length that crosses the subject site.

The correspondence from Engineering indicates that the existing parcel is currently serviced by a public water main. Public storm sewer will be extended to the site by the City. Public sanitary sewers are located on the neighboring parcel to the southeast, and the developer would need to obtain additional easements from those property owners to extend the sanitary. The proposed development will be required to meet the Wayne County Stormwater Ordinance.

The following are excerpts from the submitted Master Deed and Bylaws about the building materials, size, and type of homes proposed for Baci's Estates.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

- a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick), or vinyl exterior, including windows of exterior white color and clad with either aluminum or vinyl. Exposed chimneys shall be constructed of brick, stone, wood, or vinyl, and exposed concrete masonry on all other visible improvements shall also be finished with brick, stone, wood, or vinyl. Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. Driveways may be of asphalt, brick, or cement. Any children's play areas and decorative fencing shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

MISCELLANEOUS

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home – 1200 square feet.
- Multi-story home – 1700 square feet.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls, and outside parking for a minimum of four vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

The Petitioner has submitted two different photos showing examples of what the potential homes of this development might look like. No floor plans have been submitted at this time.

UTILITY CONTACT LIST
(UPDATED 2/4/20)

Sanitary & Water – City of Livonia, DPW:

Tom Wilson
12973 Farmington Road
Livonia, MI 48150-4202
Phone: 734.466.2632
Email: twilson@ci.livonia.mi.us

Fire – City of Livonia Fire Department:

David Heavener
Dispatch for Fire/Police
14190 Farmington Road
Livonia, MI 48154
Phone: 734.466.2431
After 5:00pm: 734.466.2470

Wayne County Traffic Signals:

Eric Lentz, P.E.
Traffic Operations Section
Division of Roads
29900 Goddard Road
Detroit, MI 48242
Phone: 734.955.2161
Fax: 734.955.2338
Email: Elentz@waynecounty.com

Wayne County DPS:

Hikmat Kassem, P.E.
Assistant Permit Engineer
33809 Michigan Avenue
Wayne, MI 48184
Phone: 734.595.6504, Ext. 2038
Fax: 734.595.6356
Email: Hkasssem@waynecounty.com

MDOT Taylor TSC:

Andrea L. Jones
Utility and Permit Technician
6510 Telegraph Road
Taylor, MI 48180
Phone: 313.375.2402
Fax: 313.295.0822
Email: jonesan@michigan.gov

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Charlie Myers
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Jacksonville, FL 32202
Phone: 904.633.1503
Fax: 904.306.5037
Email: charlie_myers@CSX.com
Emergency: 1.800.232.0144

Electric – DTE Energy:

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Supervisor – Regional Planning
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Belleville, MI 48111
Phone: 734.397.4015
Email: tiffany.s.davis@dteenergy.com

Anything Streetlight (other than outages)
Stephanie Sharlow
734.397.4091

ITC – Local Government & Community Affairs:

Cynthia Stump
27175 Energy Way
Novi, MI 48377
Phone: 248.946.3503
Fax: 248.946.3492
Email: cstump@itctransco.com

Cable – Spectrum:

David A. Bujak
31889 Industrial Rd.
Livonia, MI 48150
Phone: 734.402.8488
Email: davidbujak@charter.com

TURNKEY Network Solutions:

Erica Bennett
Permit Coordinator
7020 Southbelt Drive SE
Caledonia, MI 49316
Phone: 616.455.9840
Fax: 616.455.9845

Fibertech Networks, LLC:

Earl Knab – Project Manager
Renee Guider – Permits & Application
Administrator
300 Meridian Centre
Rochester, NY 14618
Phone: 585.202.1846
Phone: 585.697.5193
Earl Knab – eknab@fibertech.com
Renee Guider – rguidet@fibertech.com

123 Net:

Jacob Rodriguez – Fiber Designer
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Southfield, MI 48075
Phone: 866.460.3503
Phone (direct): 248.228.8263
Phone (cell): 734.334.7397

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Breinigsville, Pennsylvania 18031
Phone: 610.904.4418
Emergency: 800.331.4115

Sunoco Logistics

Tim E Richardson – Pipeline Inspector
7155 Inkster Road
Taylor, MI 48180-1481
Phone: 313-292-8850
Mobile: 313-319-9845

Midwest Fiber Network, LLC:

Richard Trgovac
OSP Engineer
6070 N. Flint Road
Glendale, WI 53209
Phone: 414.672.5612
Emergency Phone: 866.831.1661
rtrgovac@midwestfibernetworks.com
Website: midwestfibernetworks.com

Telephone – AT&T:

Anthony Hoover
Metro South Engineering
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Dearborn, MI 48126
Phone: 313.240.5482
Phone: 313.240.5498

Telephone – AT&T, (R.O.W / Const. Concerns):

Kevin Logan
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Phone: 313.240.5482
Email: KL2915@att.com

Gas – Consumers Energy:

Chris Schneider
11801 Farmington Road
Livonia, MI 48150
Phone: 734.513.6277
Fax: 734.513.6266
Emergency: 800.477.5050
Email: christopher.schneider@cmsenergy.com

Comcast Business Communications, LLC:

Dale Kirk – VP of Engineering
41112 Concept Drive
Plymouth, MI 48170
Phone: 248.233.6811
Fax: 248.233.4875
Email: dale_kirk@cable.comcast.com

McLeodUSA, a Windstream Company:

Dirk Welte
4074 S. Linden
Flint, MI 48507
Phone: 810.891.1035
Email: Dirk.welte@windstream.com

ExteNet Systems, Inc.:

3030 Warrensville Road, Suite 340
Lisle, IL 60532
Phone: 630.505.3800
Fax: 630.505.1332
David Schneider
152 Dansin
Milford Township, MI 48381
Phone: 734.536.3081
dschneider@extenetsystems.com

Verizon Wireless:

Jim Hart
Business Development and Strategic Planning
24242 Northwestern Highway
Southfield, MI 48075
248-315-3858
james.hart@verizonwireless.com

Windstream Communications, Inc.:

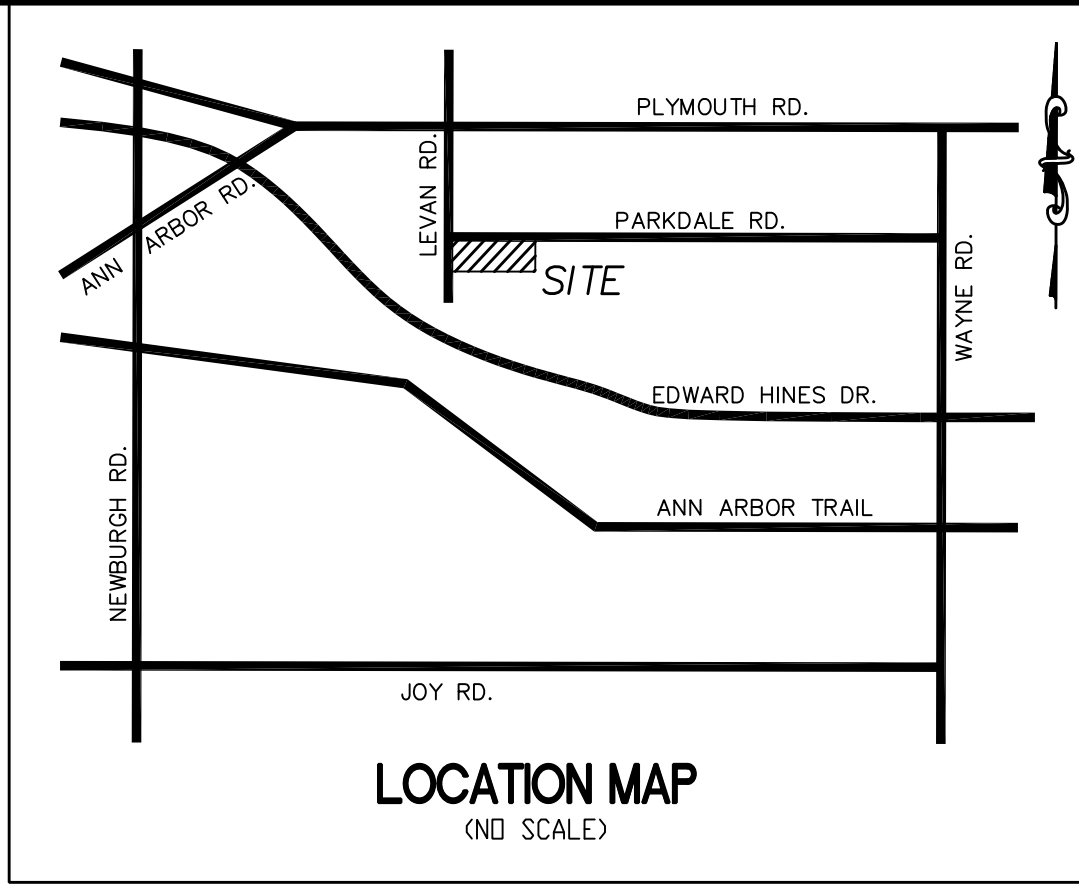
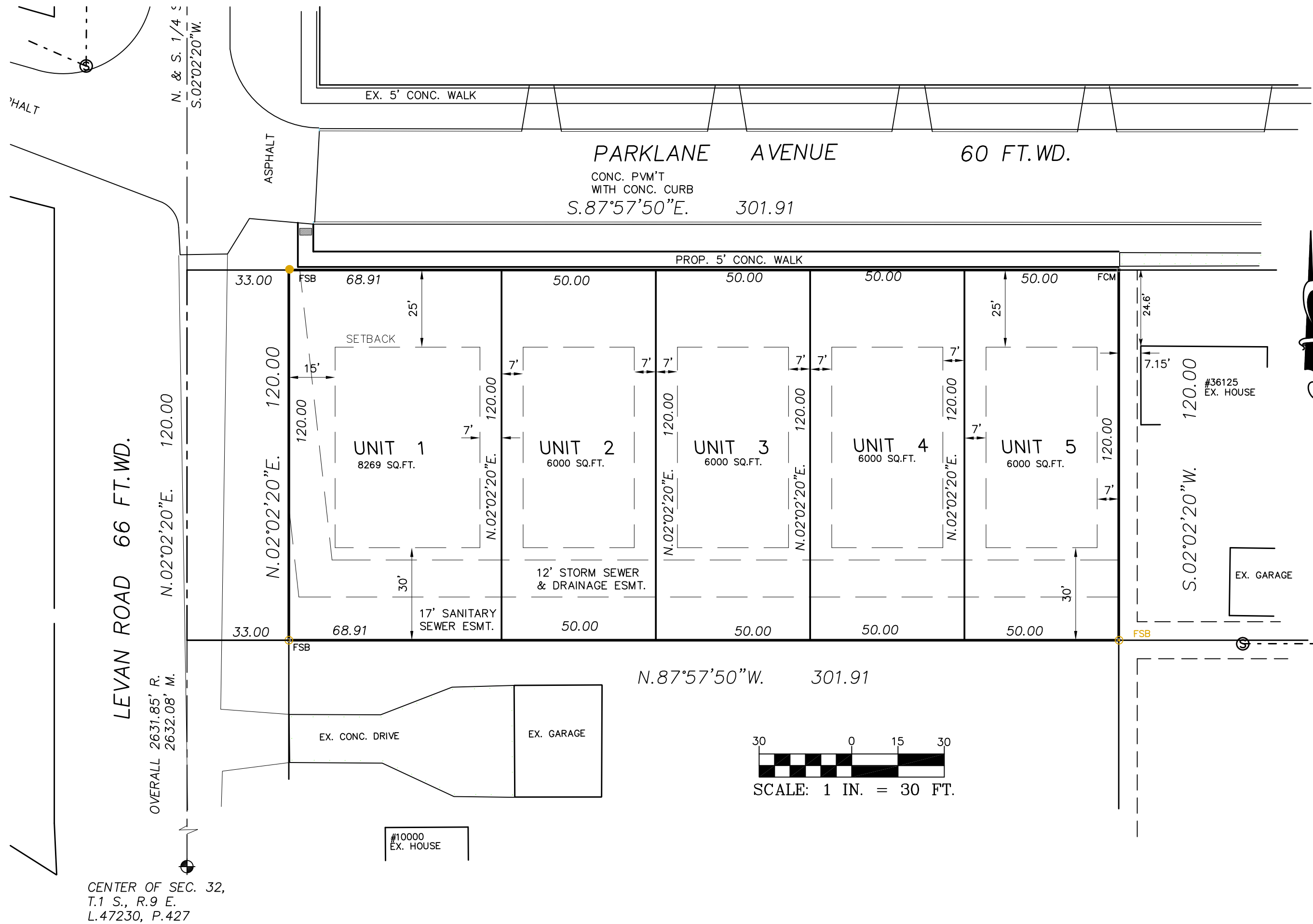
Autry L. Meeker – Sr. Analyst
OSP Engineering
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Little Rock, AR 72212
Phone: 501.748.5234
Autry.meeker@windstream.com

Wow! Internet and Cable:

John Hajec – Construction Engineer
37150 Plymouth Road
Livonia, MI 48150
Phone: 734.237.4319
Fax: 734.237.4608
j_hajec30@wideopenwest.com
www.wowway.com

PARKDALE CONDOMINIUM

PART OF THE NE 1/4 OF SECTION 32, T.1S., R.9E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN



OWNER INFORMATION:

MICHAEL SOAVE
(734) 734-261-1835 (PHONE)
E-MAIL: SOAVEHOMES@GMAIL.COM

PROPERTY DESCRIPTIONS:

PARCEL 125-99-0005-003

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 32 AND ALONG THE CENTERLINE OF LEVAN ROAD, SOUTH 02° 02'20" WEST 1091.10 FEET; THENCE ALONG THE SOUTH LINE OF PARKLANE AVENUE, SOUTH 87°57'50" EAST 237.91, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF PARKLANE AVENUE, SOUTH 87°57'50" EAST 64.00 FEET, TO THE NORTHWEST CORNER OF LOT 510, "COUNTRY HOMES SUB. NO. 3" AS RECORDED IN LIBER 78, PAGES 42 AND 43, WAYNE COUNTY RECORDS; THENCE ALONG THE WEST LINE OF LOT 510, SOUTH 02°02'20" WEST 120.00 FEET TO THE SOUTHWEST CORNER OF LOT 510; THENCE NORTH 87°57'50" WEST 64.00 FEET; THENCE NORTH 02°02'20" EAST 120.00 FEET, TO THE POINT OF BEGINNING. CONTAINS 7,680.00 SQUARE FEET OR 0.176 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL 125-99-0005-004

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 32 AND ALONG THE CENTERLINE OF LEVAN ROAD, SOUTH 02° 02'20" WEST 1091.10 FEET; THENCE ALONG THE SOUTH LINE OF PARKLANE AVENUE, SOUTH 87°57'50" EAST 173.91, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF PARKLANE AVENUE, SOUTH 87°57'50" EAST 64.00 FEET; THENCE SOUTH 02°02'20" WEST 120.00 FEET; THENCE NORTH 87°57'50" WEST 173.911 FEET; THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 32 AND ALONG THE CENTERLINE OF LEVAN ROAD, NORTH 02°02'20" EAST 120.00 FEET, TO THE POINT OF BEGINNING. EXCEPT THE WESTERLY 33.00 FEET FOR LEVAN ROAD. CONTAINING 16,909 SQUARE FEET OR 0.39 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL 125-99-0005-005

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 32 AND ALONG THE CENTERLINE OF LEVAN ROAD, SOUTH 02°02'20" WEST, 1091.10 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF PARKLANE AVENUE, SOUTH 87°57'50" EAST 173.91 FEET; THENCE SOUTH 02°02'20" WEST 120.00 FEET; THENCE NORTH 87°57'50" WEST 173.911 FEET; THENCE ALONG THE NORTH-SOUTH QUARTER LINE OF SECTION 32 AND ALONG THE CENTERLINE OF LEVAN ROAD, NORTH 02°02'20" EAST 120.00 FEET, TO THE POINT OF BEGINNING. EXCEPT THE WESTERLY 33.00 FEET FOR LEVAN ROAD. CONTAINING 16,909 SQUARE FEET OR 0.39 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CITY OF LIVONIA STANDARD CONSTRUCTION NOTES

- ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT SPECIFICATIONS AND STANDARD DETAILS OF THE CITY OF LIVONIA, MICHIGAN.
- NOTIFY THE CITY OF LIVONIA ENGINEERING DIVISION (734) 466-2571 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- CALL MISS DIG (1-800-647-7344/ 1-800-MISS DIG) A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGED TO EXISTING UNDERGROUND UTILITIES CAUSED BY THE CONTRACTOR'S OPERATIONS.
- TRENCHES UNDER OR WITHIN 3 FT. OF EXISTING OR PROPOSED PAVEMENTS, DRIVEWAYS, AND/OR SIDEWALKS SHALL BE BACKFILLED AND COMPACTED WITH M.D.O.T. CLASS II SAND.
- WHERE UTILITIES CROSS, PROVIDE POROUS BACKFILL TAMPED IN 12" LAYERS TO THE UNDERSIDE OF THE HIGHER UTILITY. A 6" MIN. SAND CUSHION SHALL BE PROVIDED BETWEEN UTILITIES.
- ALL SEWER CONSTRUCTION SHALL HAVE M.D.O.T. CLASS II BEDDING UNLESS OTHERWISE SPECIFIED ON THE PROFILES.
- ALL ELEVATIONS SHOWN ARE BASED ON U.S.G.S. DATUM.
- ALL DISTURBED AREAS BEHIND THE CURB WITHIN THE HARRISON & WEST CHICAGO ROADS RIGHT-OF-WAY SHALL BE RESTORED BY PLACING 3" OF TOPSOIL AND SODDING IN ACCORDANCE WITH THE CITY OF LIVONIA STANDARDS.
- ALL DRIVEWAYS, DRAIN TILE, CULVERTS AND OTHER FACILITIES REMOVED, DESTROYED, DAMAGED OR OTHERWISE DISTURBED BY THE WORK SHALL BE REPLACED AND/OR RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR.
- ALL SOIL EROSION AND SEDIMENTATION MUST BE CONTROLLED AND CONTAINED ON SITE.
- THE CONTRACTOR MUST MAINTAIN ALL TRAFFIC AT ALL TIMES AS REQUIRED BY THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), WAYNE COUNTY, AND/OR MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT).
- THE CONTRACTOR SHALL AT ALL TIMES PROVIDE EMERGENCY ACCESS TO ALL PROPERTIES FOR POLICE, FIRE DEPARTMENT, AMBULANCES AND/OR OTHER EMERGENCY VEHICLES TO PROTECT LIFE, HEALTH AND PROPERTY.
- PAVED STREETS AND DRIVEWAYS MUST BE MAINTAINED IN A REASONABLE STATE OF CLEANLINESS AND THE CONTRACTOR SHALL REMOVE ACCUMULATIONS OF DEBRIS CAUSED BY CONSTRUCTION OPERATIONS.
- THE CONTRACTOR SHALL HAVE AN OPERATING SWEEPER BROOM AND CLEAN THE PAVEMENT AT THE CLOSE OF EACH DAY'S OPERATION AND AS NECESSARY, FAILURE TO COMPLY SHALL BE CAUSE TO STOP CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE AIR POLLUTION CONTROL REGULATIONS AND CITY OF LIVONIA SOIL EROSION AND SEDIMENTATION CONTROL (SESC).
- CONTRACTOR MUST PROVIDE ALL NECESSARY SHEETING, SHORING, DEWATERING, BRACING, TRENCH BOXES, ETC. TO PERFORM WORK SAFELY, PROTECT EXISTING UTILITIES AND IMPROVEMENTS IN ACCORDANCE TO MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (MIOSHA).

BENCH MARKS

BM #1: ARROW ON HYDRANT AT SOUTH SIDE PARKDALE & 55± EAST OF LEVAN
ELEV. = 677.41 (NGVD29)

BM #2: RIM OF SANITARY MANHOLE NW CORNER OF PARKDALE & LEVAN.
ELEV. = 674.93 (NGVD29)

FLOOD HAZARD NOTE:

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP FIRM NO. 26163C0210E, DATED: FEBRUARY 2, 2012.

SHEET INDEX

- COVER SHEET
- TOPOGRAPHIC & BOUNDARY SURVEY
- SITE PLAN
- UTILITY & GRADING PLAN
- SANITARY SEWER PROFILES
- STORM SEWER PROFILES



3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)

REVISIONS:

PREPARED FOR
SOAVE HOMES, INC.

15195 FARMINGTON RD.
LIVONIA, MICHIGAN 48154
248-467-1021

ARPEE/DONNAN, INC.

LAND SURVEYING • ENGINEERING • MAPPING
32233 SCHOOLCRAFT ROAD, SUITE 103
LIVONIA, MICHIGAN 48150
PHONE (734) 953-3335 FAX (734) 953-3324

COVER SHEET

PARKDALE CONDOMINIUM

PART OF THE NE 1/4 OF SECTION 32, T.1S., R.9E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

DATE 08/11/23

DRAFTED BY WRD

CHECKED BY WGD

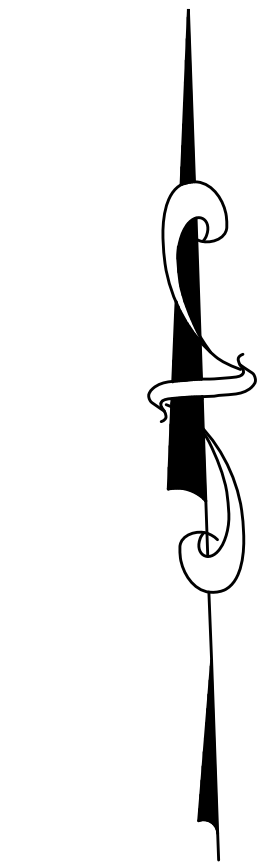
F.B.

FILE:

JOB #

23022

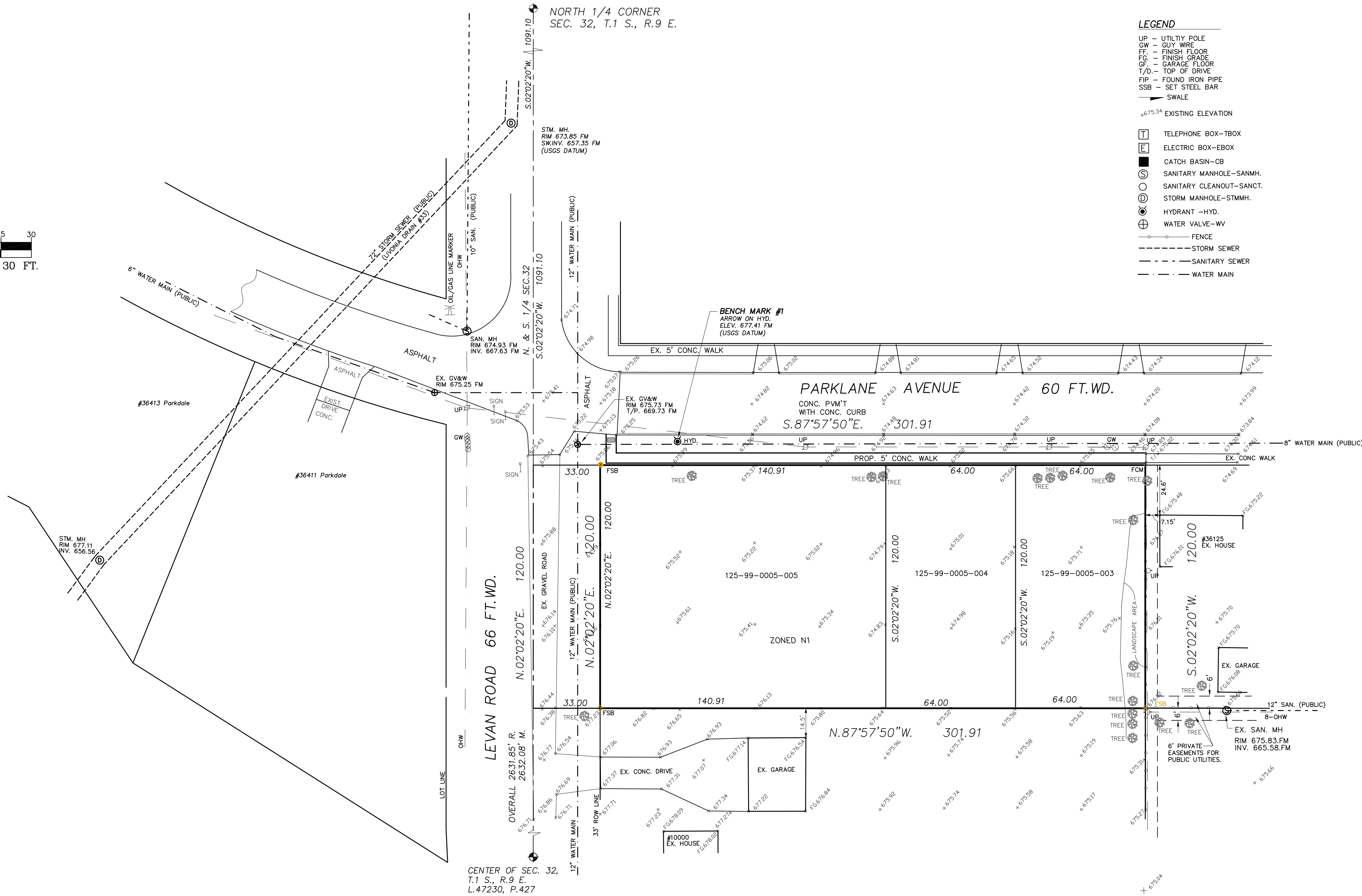
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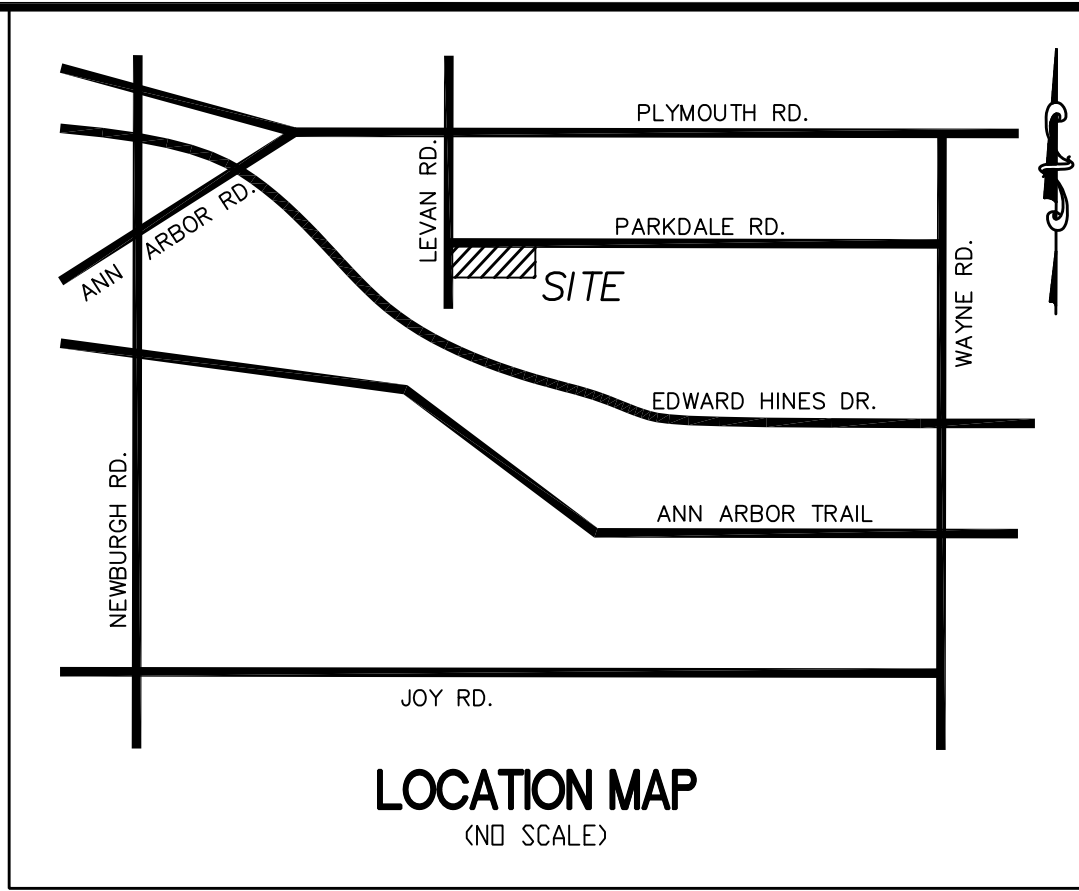


3 WORKING DAYS !
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
(TOLL FREE)



LEGEND

- UP - UTILITY POLE
- GW - GUY WIRE
- FF - FINISH FLOOR
- FG - FINISH GRADE
- GF - GARAGE FLOOR
- T/D - TOP OF DRIVE
- FIP - FOUND IRON PIPE
- SSB - SET STEEL BAR
- SWALE
- 467534 EXISTING ELEVATION
- T - TELEPHONE BOX-TBOX
- E - ELECTRIC BOX-EBOX
- CB - CATCH BASIN-CB
- SMH - SANITARY MANHOLE-SANMH.
- SC - SANITARY CLEANOUT-SANCT.
- STMH - STORM MANHOLE-STMMH.
- HYD - HYDRANT -HYD.
- WV - WATER VALVE-WV
- F - FENCE
- SS - STORM SEWER
- SA - SANITARY SEWER
- WM - WATER MAIN



OWNER INFORMATION:

MICHAEL SOAVE
(734) 734-261-1835 (PHONE)
E-MAIL: SOAVEHOMES@GMAIL.COM

PROPERTY DESCRIPTIONS:

PARCEL 125-99-0005-003
Part of the Northeast Quarter of Section 32, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as: Commencing at the North Quarter Corner of Section 32, thence along the North-South Quarter Line of said Section 32 and along the Centerline of Levan Road, South 02°02'20" West 1091.10 feet; thence along the South Line of Parklane Avenue, South 87°57'50" East 237.91, to the Point of Beginning; thence continuing along the South Line of Parklane Avenue, South 87°57'50" East 64.00 feet, to the Northwest corner of Lot 510, "Country Homes Sub. No. 3" as recorded in Liber 78, Pages 42 and 43, Wayne County Records; thence along the West Line of Lot 510, South 02°02'20" West 120.00 feet to the Southwest Corner of Lot 510; thence North 87°57'50" West 64.00 feet; thence North 02°02'20" East 120.00 feet, to the Point of Beginning. Contains 7,680.00 Square Feet or 0.176 Acres. Subject to Easements and Restrictions of record.

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ELEV. = 674.93 (NGVD29)

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DATED: FEBRUARY 2, 2012.

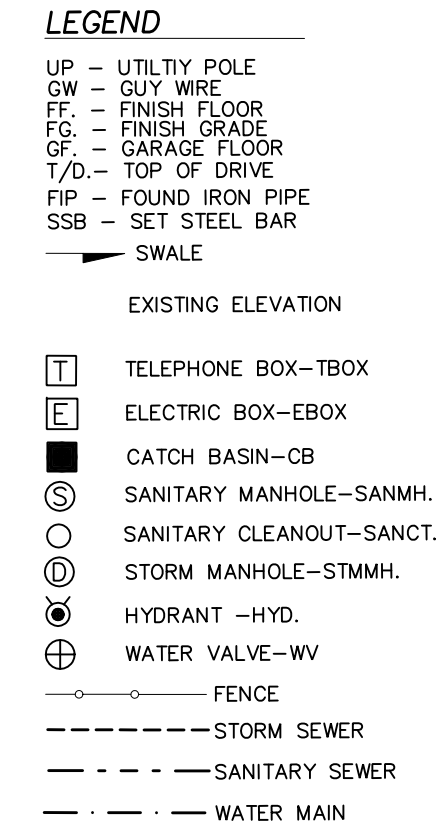
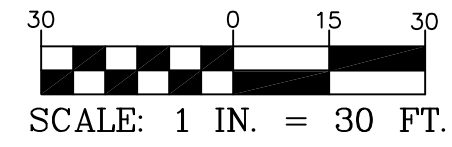
REVISIONS:

PREPARED FOR
SOAVE HOMES, INC.
15195 FARMINGTON RD.
LIVONIA, MICHIGAN 48154
248-467-1021

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

TOPOGRAPHIC & BOUNDARY SURVEY
PARKDALE CONDOMINIUM
PART OF THE NE 1/4 OF SECTION 32, T.1S., R.9E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

DATE 08/11/23
DRAFTED BY WRD
CHECKED BY WCD
F.B.
FILE:
JOB #
23022
SH. 2



PREPARED FOR
SOAVE HOMES, INC.
15195 FARMINGTON RD.
LIVONIA, MICHIGAN 48154
248-467-1021

ARPEE/DONNAN, INC.
LAND SURVEYING • ENGINEERING • MAPPING
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PHONE (734) 953-3335 FAX (734) 953-3324

SITE PLAN

PARKDALE CONDOMINIUM

PART OF THE NE 1/4 OF SECTION 32, T.1S., R.9E.
CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN

DATE	08/11/23
DRAFTED BY	WRD
CHECKED BY	WGD
FILE:	
OB #	23022

SH. 3





5032

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

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



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

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

September 19, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-09-08-07 – #36143, #36155 and #36167 Parkdale Avenue

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed project at this time, but would like to note the following items:

1. The subject parcels are assigned the addresses of **#36143, #36155 and #36167 Parkdale Avenue**. Once the development has been approved and permits are issued, the Engineering Department will assign addresses to the individual units.
2. The legal descriptions included with the submitted drawings appear to be correct with the exception of the description for the westerly parcel (125-99-0005-005, #16167 Parkdale) which excludes the west 33 feet for Levan Road right-of-way. As of this time, the roadway right-of-way has not been dedicated to the City, and should be considered part of the parcel. If the descriptions are meant to convey the legal descriptions once the condominium has been developed, there should be one overall description for the entire condominium parcel, and not 3 separate descriptions.
3. The existing parcel is currently serviced by public water main, and public storm sewer will be extended to the site by the City. Public sanitary sewer is located on the neighboring parcel to the southeast, but the developer will need to obtain additional easements from those property owners to extend the sanitary to the condominium property as shown. The width of the existing easements do not meet the current minimum standards, and the proposed angle of the sanitary extension will require additional easements to dedicated to allow for future maintenance. We do not believe the additional flows from the development will negatively impact the existing systems.
4. The Owner and his Engineer have been in contact with this department on requirements for the proposed development, and review comments of the first plan submittal have been provided to the owner/engineer.

5. The proposed development will be required to meet the Wayne County Stormwater Ordinance. Per the submitted drawings, stormwater calculations and detention are not shown on the submitted drawings.
6. Per the proposed layouts, all storm sewers, including detention basins, will be privately-owned. Sanitary sewer and water main will be public, located within dedicated easements on the site or in the existing right-of-way. Easements will need to be of minimum width as required in the Engineering Department Site Plan Design Standards.
7. No additional construction or soil disturbance (including dumping of materials) should occur on the site until the owner obtains the appropriate permits. (Engineering Earthwork, SESC, etc.)
8. The Master Deed and Bylaws that were submitted do not include the referenced Exhibit (or Form) "B" drawings as referenced in the Master Deed. As those drawings define the size and locations of proposed easements, we are not able to review those items at this time. The permit drawings do show proposed easement locations, and we have previously returned comments on those to the Owner/Engineer.

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

Sincerely,


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

cc: 2023 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

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

DATE: September 21, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division

SUBJECT: Petition # 2023-09-08-07 Condos on 36143, 36155, 36167 Parkdale Ave.

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

We have no objections to this proposal.

Thank you for the details on fire hydrant placement.

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

Sincerely,

Brian R. Kukla

Brian R. Kukla
Fire Marshal

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSAN
MAYOR

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

October 5th 2023

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

Re: Petition 2023-09-08-07 - 36143, 36155 and 36167 Parkdale Avenue

Mr. Miller,

I have reviewed the plans in connection with the revised petition. I have no objections to the proposal.

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

Sincerely,

FOR THE CHIEF OF POLICE,

Paul Walters, Sergeant
Traffic Bureau
(734) 466-2107

INSPECTION DEPARTMENT

BUILDING
HEATING
PLUMBING
ELECTRICAL
ZONING
ENVIRONMENTAL PROTECTION
ORDINANCE ENFORCEMENT



MAUREEN MILLER BROSNAN
MAYOR

JEROME A. HANNA
DIRECTOR

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

Date: October 9, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-09-08-07 – 36143, 36155 and 36167 Parkdale Avenue

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

This Department has no objections to this Petition.

I trust this provides the requested information.

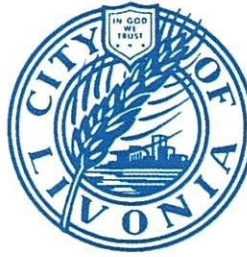
Jerome Hanna

Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

September 20, 2023

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

Petition 2023-09-08-07 - 36143, 36155 and 36167 Parkdale Avenue

Dear Mr. Miller,

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

Please contact me if you have any further questions.

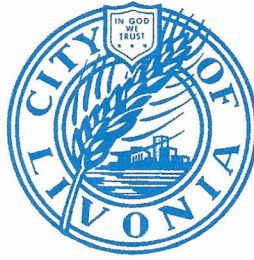
Very truly yours,


Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

October 2, 2023

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

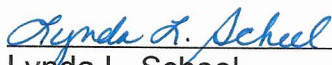
Re: Petition 2023-09-08-07

36143, 36155, and 36167 Parkdale Avenue
Soave Homes

Dear Mr. Miller,

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

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

OTHER ITEMS RELATED TO THE PETITION

MASTER DEED OF Baci's Estates
(Pursuant to the Condominium Act, MCL 559.101 et seq.)

Wayne County Condominium Subdivision Plan No. _____ **containing:**

1. Master Deed establishing **Baci's Estates** Condominium;
2. form A to Master Deed: Condominium Bylaws;
3. form B to Master Deed: Condominium Subdivision Plan;

This document is exempt from transfer tax under MCL 207.505(a) and MCL 207.526(t).

This document drafted by and after recording return to:

Mike Soave
P.O. Box 729
South Lyon, Mi 48178

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Form A—Condominium Bylaws of **Baci's Estates** Condominium

Form B—Condominium Subdivision Plan for **Baci's Estates** Condominium

Form C—Mortgagee's Consent to Submission to Condominium Ownership

Form D—Affidavit of Mailing for Notices Required by MCL 559.171

MASTER DEED of **Baci's Estates** CONDOMINIUM

This Master Deed is signed and delivered on **September 14, 2023**, by **Soave Homes Inc.**, a Michigan LLC, of **12822 Stark Rd. - Livonia**, Michigan (Developer), on the terms and conditions set forth below.

Section 1. ESTABLISHMENT OF CONDOMINIUM

1.1 Project. Developer is engaged in the development of a condominium project to be known as **Baci's Estates** Condominium (the Project), in **Livonia, Wayne County**, Michigan, on a parcel of land as described in section 2.

1.2 Establishment of Condominium. Developer desires, by recording this Master Deed together with the Condominium Bylaws attached as form A and the Condominium Subdivision Plan attached as form B to establish the real property described in section 2 (the Property), together with the improvements located and to be located on the Property, as a condominium project (the Condominium) under the provisions of the Michigan Condominium Act (the Act). Developer declares that on the recording of this Master Deed, the Condominium shall be a Project under the Act and shall be held, conveyed, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations in this Master Deed, all of which shall be deemed to run with the land and to be a burden on and a benefit to Developer; its successors and assigns; any persons who may acquire or own an interest in the Condominium; and their grantees, successors, heirs, personal representatives, administrators, and assigns.

1.3 Project Description. The Project is a **Residential** site condominium. The Condominium units that may be developed in the Project, including the number, boundaries, dimensions, and area of each unit (Unit), are shown on the Condominium Subdivision Plan. Each of the Units is capable of individual use by reason of having its own entrance from and exit to a common element of the Project (a public road).

1.4 Owner Rights. Each owner of a Unit (Owner) in the Project shall have an exclusive property right to Owner's Unit and to the limited common elements that are appurtenant

to Owner's Unit and shall have an undivided right to share with other Owners in the ownership and use of the general common elements of the Project as described in this Master Deed.

Section 2. LEGAL DESCRIPTION OF THE PROPERTY

2.1 Condominium Property. The land that is being submitted to Condominium ownership in accordance with the provisions of the Act is described on the first page of the attached Subdivision Plan.

2.2 Beneficial Easements. Easements are created and conveyed in this Master Deed to and for the benefit of the Project and the Units located in the Project, and the Project and the Units located in the Project are benefited and burdened by the ingress, egress, utility, and other easements described or shown on form B.

Section 3. DEFINITIONS

3.1 Definitions. Certain terms used in this Master Deed are defined terms and have the meaning given them in the text where they are defined, and the same meaning shall be ascribed to the term in various other instruments with regard to the Project such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws, and Rules and Regulations of the **Baci's Estates** Condominium Association, a Michigan nonprofit corporation, and various deeds, mortgages, land contracts, easements, and other instruments affecting the establishment or transfer of interests in the Project. As used in documents regarding the Project, unless the context otherwise requires:

- a. *Act or Condominium Act* means the Michigan Condominium Act, MCL 559.101 et seq.
- b. *Association or Association of Owners* means **Baci's Estates** Condominium Association, the Michigan nonprofit corporation of which all Owners shall be members, which shall administer, operate, manage, and maintain the Project.
- c. *Association Bylaws* means the corporate bylaws of the Association organized to manage, maintain, and administer the Project.
- d. *Common Elements* means the portions of the Project other than the Condominium Units, including all general and limited common elements described in section 4 of this Master Deed.
- e. *Condominium Bylaws* means form A to this Master Deed, which are the bylaws that describe the substantive rights and obligations of the Owners.
- f. *Condominium Documents* means this Master Deed with its forms, the Articles of Incorporation and Bylaws of the Association, the Rules and Regulations adopted by

the board of directors of the Association, and any other document that affects the rights and obligations of a Owner in the Condominium.

g. *Condominium Property* or *Property* means the land referenced in section 2, as that may be amended, together with all structures, improvements, easements, rights, and appurtenances on or belonging to the Condominium Property.

h. *Condominium Subdivision Plan* or *Subdivision Plan* means form B to this Master Deed, which is the survey and other drawings depicting the real property and improvements to be included in the Project.

i. *Condominium Unit* or *Unit* means the portion of the Project that is designed and intended for separate ownership and use, as described in this Master Deed.

j. *Owner* means the person, firm, corporation, partnership, association, trust, other legal entity, or combination of entities that owns a Condominium Unit in the Project, including both the vendees and vendors of any land contract of purchase.

k. *Developer* means **Soave Homes Inc.**, a Michigan LLC, which has signed, delivered, and recorded this Master Deed, and its successors and assigns.

l. *Development and Sales Period* means the period continuing for as long as Developer or its successors continue to own and offer for sale any Unit in the Project, excepting any Unit that was previously conveyed by Developer and then repurchased by Developer.

m. *General Common Elements* means the Common Elements described in section 4.1, which are for the use and enjoyment of all Owners in the Project.

n. *Limited Common Elements* means the Common Elements described in section 4.2, which are reserved for the exclusive use of the Owners of a specified Unit or Units.

o. *Master Deed* means this document, together with the forms attached to it and all amendments that may be adopted in the future, by which the Project is being submitted to condominium ownership.

p. *Percentage of Value* means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of an Owner's vote at meetings of the Association and the proportionate share of each Owner in the Common Elements of the Project.

q. *Project* or *Condominium* means **Baci's Estates** Condominium, a Residential site condominium development of 5 Units established under the provisions of the Act.

r. *Transitional Control Date* means the date on which a board of directors for the Association takes office pursuant to an election in which the votes that may be cast by

eligible Owners unaffiliated with Developer exceed the votes that Developer may cast.

3.2 Applicability. Whenever any reference is made to one gender, it will be assumed to include both genders where the reference is appropriate; similarly, whenever a reference is made to the singular, it will be assumed to include the plural where the reference is appropriate.

Section 4. COMMON ELEMENTS

4.1 General Common Elements. The General Common Elements are

- a. **Real Estate.** the Property referenced in section 2 of this Master Deed (except for that portion of the Property described in section 5.1 constituting a part of a Unit and any portion of the Property designated in form B as a Limited Common Element), including easement interests appurtenant to the Condominium, including but not limited to easements for ingress, egress, and utility installation over, across, and through non-Condominium property or individual Units in the Project;
- b. **Improvements.** the private roadways; the common sidewalks (if any); and the lawns, trees, shrubs, and other improvements not located within the boundaries of a Unit (all structures and improvements located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless expressly provided in the Condominium Documents, constitute Common Elements);
- c. **Electrical.** the electrical transmission system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit's boundaries;
- d. **Gas.** the natural gas line network and distribution system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- e. **Water. [the underground sprinkling system for the Common Elements and]** the water distribution system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- f. **Sanitary Sewer.** The sanitary sewer system throughout the Project, up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;
- g. **Storm Drainage.** The storm drainage and water retention system throughout the Project;

h. **Telephone.** the telephone wiring system throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

i. **Telecommunications.** the cable television and other telecommunications systems installed throughout the Project up to, but not including, the point of lateral connection for service to each residence now located or subsequently constructed within Unit boundaries;

j. **Project Entrance Improvements.** Any entry signage and other improvements located at or near the entrance to the Project; and

k. **Miscellaneous Common Elements.** All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep, or safety of the Project.

Some or all of the utility lines, equipment, and systems (including mains and service leads) and the telecommunications systems described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility or telecommunication lines, equipment, and systems shall be General Common Elements only to the extent of the Owners' interest in them, and Developer makes no warranty with respect to the nature or extent of that interest.

4.2 Limited Common Elements. The Limited Common Elements are

a. **Utility Service Lines.** the pipes, ducts, wiring and conduits supplying service to or from a Unit for electricity, gas, water, sewage, telephone, television and other utility or telecommunication services, up to and including the point of lateral connection with a General Common Element of the Project or utility line or system owned by the local public authority or company providing the service;

b. **Subterranean Land.** the subterranean land located within Unit boundaries, from and below a depth of 20 feet as shown on form B, including all utility and supporting lines located on or beneath that land;

c. **Subsurface Improvements.** The portion of any footing or foundation extending more than 20 feet below surrounding grade level;

f. **Yard Areas.** the portion of any yard area designated as a Limited Common Element on the Condominium Subdivision Plan, which is limited in use to the Unit of which it is a part;

g. **Delivery Boxes.** the mail and paper box that is located on a Unit or is permitted by the Association to be located on the General Common Elements to serve a Condominium Unit;

h. **Driveways and Walkways.** The portion of any driveway and walkway, if any, exclusively serving the residence constructed within a Unit, located between the Unit and the paved roadway; and

i. **Miscellaneous.** Any other improvement designated as a Limited Common Element appurtenant to a particular Unit or Units in the Subdivision Plan or in any future amendment to the Master Deed made by Developer or the Association.

If no specific assignment of one or more of the Limited Common Elements described in this section has been made in the Subdivision Plan, Developer (during the Development and Sales Period) and the Association (after the Development and Sales Period has expired) reserve the right to designate each such space or improvement as a Limited Common Element appurtenant to a particular Unit or Units by subsequent amendment to this Master Deed.

4.3 Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

a. **Limited Common Elements.** Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit

b. **Unit Improvements and Other Owner Responsibilities.** Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit. **Unit Owners shall also be responsible for snow removal of that portion of the General Common Element sidewalk (if any) crossing the Unit.** If an Owner elects, with the prior written consent of the Association, to construct or install any improvements within a Unit or on the Common Elements that increase the costs of maintenance, repair, or replacement for which the Association is responsible, those increased costs or expenses may, at the option of the Association, be specially assessed against the Unit.

c. **Association Oversight.** The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. The Association may not disapprove the appearance of an improvement so long as it is maintained as constructed by Developer or constructed with Developer's approval.

d. Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.

e. Maintenance by the Association. If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association (or Developer during the Development and Sales Period) shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association (or Developer) will in no event be obligated to repair or maintain any such Common Element or improvement. Failure of the Association (or Developer) to take any such action shall not be deemed a waiver of the Association's (or Developer's) right to take any such action at a future date.

f. Assessment of Costs. All costs incurred by the Association or Developer in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

4.4 Assignment of Limited Common Elements. A Limited Common Element may be assigned or reassigned by written application to the board of directors of the Association by all Owners whose interest will be affected by the assignment. On receipt and approval of an application, the board shall promptly prepare and execute an amendment to this Master Deed assigning or reassigning all rights and obligations with respect to the Limited Common Elements involved and shall deliver the amendment to the Owners of the Units affected on payment by them of all reasonable costs for the preparation and recording of the amendment.

4.5 Power of Attorney. By acceptance of a deed, mortgage, land contract, or other document of conveyance or encumbrance, all Owners, mortgagees, and other interested parties are deemed to have appointed Developer (during the Development and Sales Period) or the Association (after the Development and Sales Period has expired) as their agent and attorney to act in connection with all matters concerning the Common

Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, Developer or the Association will have full power and authority to grant easements over, to sever or lease mineral interests in, and to convey title to the land or improvements constituting the General Common Elements or any part of them; to dedicate as public streets any parts of the General Common Elements; to amend the Condominium Documents to assign or reassign the Limited Common Elements; and in general to sign and deliver all documents and to do all things necessary or convenient to exercise such powers.

4.7 Separability. Except as provided in this Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project or in any other way that might interfere with or impair the rights of other Owners in the use and enjoyment of their Units or their appurtenant Common Elements.

Section 5. UNITS

5.1 Description of Units. A complete description of each Unit in the Project, with elevations referenced to an official benchmark of the U.S. Geological Survey sufficient to accurately relocate the space enclosed by the description without reference to any structure, is contained in the Subdivision Plan as surveyed by the Project's consulting engineers and surveyors. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on form B, together with all appurtenances to the Unit.

5.2 Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs, and concluding that the Units should each have an equal Percentage of Value. The Percentage of Value assigned to each Unit shall be changed only in the manner permitted by section 9, expressed in an Amendment to this Master Deed and recorded in the register of deeds office in the county where the Project is located.

5.3 Unit Modification. The number, size, style, boundary, or location of a Unit or of any Limited Common Element appurtenant to a Unit may be modified from time to time by Developer or its successors without the consent of any Owner, mortgagee (except as provided in the Act), or other interested person, so long as the modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy, or other significant attribute of any Unit that adjoins or is proximate to the modified Unit or Limited Common Element. However, no Unit that has been sold or is subject to a binding Purchase Agreement shall be modified without the consent of the Owner or Purchaser and the mortgagee of the Unit. Developer may also, in connection with any modification, readjust Percentages of Value for all Units in a manner that gives reasonable recognition

to the changes based on the method of original determination of Percentages of Value for the Project. All Owners, mortgagees of Units, and other persons interested or to become interested in the Project from time to time shall be deemed to have granted a Power of Attorney to Developer and its successors for any purpose that is similar in nature and effect to that described in section 4.5 of this Master Deed.

Section 6. EXPANDABILITY OF THE CONDOMINIUM

6.1 Future Development Area. The Project established by this Master Deed consists of condominium Units that may, at the election of Developer, be treated as the first phase of an expandable condominium under the Act to contain in its entirety a maximum of 5 Units. Additional Units, if any, will be established on all or some portion of the land designated on form B as the future development area (the Future Development Area).

6.2 Addition of Units. The number of Units in the Project may, at the option of the Developer, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the addition of all or any portion of the Future Development Area and the establishment of Units in that area. Developer will determine the nature, location, size, types, and dimensions of the Units and other improvements to be located within the Future Development Area in its sole discretion. No Unit will be created within any part of the Future Development Area that is added to the Condominium that is not restricted exclusively to residential use.

6.3 Expansion Not Mandatory. None of the provisions of this section will in any way obligate Developer to enlarge the Project beyond the initial phase established by this Master Deed, and Developer may in its discretion, establish all or a portion of the Future Development Area as a separate condominium project (or projects) or as any other form of development. There are no restrictions on Developer's election to expand the Project other than those explicitly provided in this section. There is no obligation on the part of the Developer to add to the Project all or any portion of the Future Development Area, nor is there any obligation to add portions in any particular order or to construct any particular improvements on the added property.

6.4 Amendments to the Master Deed. An increase in the size of the Project by Developer will be given effect by an appropriate amendment or amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project. The precise determination of the readjustments in Percentages of Value (if any) will be made in the sole judgment of Developer. However, the readjustments will reflect a continuing reasonable relationship among Percentages of Value based on the original method of determining Percentages of Value for the Project.

6.5 Redefinition of Common Elements. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any further definitions and redefinitions of General or Limited Common Elements that Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional parcel or parcels being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section, including, but not limited to, the connection of roadways in the Project to any roadways that may be located on or planned for the Future Development Area and to provide access to any Unit that is located on or planned for the Future Development Area from the roadways located in the Project.

6.6 Additional Provisions. Amendments to the Master Deed made by Developer to expand the Condominium may also contain any provisions Developer determines are necessary or desirable (a) to make the Project contractible or convertible for portions of the parcel or parcels being added to the Project, (b) to create easements burdening or benefiting portions of the parcel or parcels being added to the Project, and (c) to create or change restrictions or other terms and provisions affecting the additional parcel or parcels being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units to be located within the additional parcel or parcels being added.

Section 7. CONTRACTABILITY OF CONDOMINIUM

7.1 Limit of Unit Contraction. The Project established by this Master Deed consists of **3** Units and may, at the election of the Developer, be contracted to a minimum of **3** Units.

7.2 Withdrawal of Land. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the recording of this Master Deed be decreased by the withdrawal of all or any portion of the lands described in section 2.1. However, no Unit that has been sold or is the subject of a binding Purchase Agreement may be withdrawn without the consent of the Owner or purchaser and the mortgagee of the Unit. Developer may also, in connection with any contraction, readjust the Percentages of Value for Units in the Project in a manner that gives reasonable recognition to the number of remaining Units, based on the method of original determination of the Percentages of Value. Other than as provided in this section 7, there are no restrictions or limitations on Developer's right to withdraw lands from the Project or on the portion or portions of land that may be withdrawn, the time or order of the withdrawals, or the number of Units or Common Elements that may be withdrawn. However, the lands remaining shall not be reduced to less than that necessary to accommodate the remaining Units in the Project with reasonable access and utility service to the Units.

7.3 Contraction Not Mandatory. There is no obligation on the part of Developer to contract the Project, nor is there any obligation to withdraw portions of the Project in any particular order or to construct particular improvements on any withdrawn lands. Developer may, in its discretion, establish all or a portion of the lands withdrawn from the Project as a separate condominium project (or projects) or as any other form of development. Any development on the withdrawn lands will not be detrimental to the adjoining condominium project.

7.4 Amendments to the Master Deed. A withdrawal of lands from this Project by Developer will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project resulting from any amendment.

7.5 Additional Provisions. Any amendments to the Master Deed made by Developer to contract the Condominium may also contain provisions as Developer determines are necessary or desirable (i) to create easements burdening or benefiting portions or all of the parcel or parcels being withdrawn from the Project and (ii) to create or change restrictions or other terms and provisions, including designations and definition of Common Elements, affecting the parcel or parcels being withdrawn from the Project or affecting the balance of the Project, as reasonably necessary in Developer's judgment to preserve or enhance the value or desirability of the parcel or parcels being withdrawn from the Project.

Section 8. CONVERTIBLE AREAS

8.1 Limits of Conversion. The Project established by this Master Deed initially consists of Condominium Units and may, at Developer's election, be increased by the creation of a maximum of [TBD] additional Units within the Convertible Areas defined in section 8.2.

8.2 Conversion Rights. The number of Units in the Project may, at Developer's option, from time to time within a period ending not later than six years after the initial recording of the Master Deed be increased by the conversion of all or any part of the Common Elements designated as Convertible Areas on the Condominium Subdivision Plan into additional Condominium Units or Limited Common Elements appurtenant to Units. Developer may also, in connection with the conversion, readjust Percentages of Value for all Units in the Project in a manner that gives reasonable recognition to the total number of Units, based on the method of original determination of Percentages of Value.

8.3 Conversion Not Mandatory. There is no obligation on the part of the Developer to convert any part of the Convertible Area, to convert portions of the area in any particular order, or to construct particular improvements on any converted Unit. Other than as provided in this section, there are no restrictions or limitations on Developer's right to

create additional Units or on the portion or portions of the Convertible Area that may be converted, the time or order of the conversions, or the number of Units or Common Elements that may be converted.

8.4 Amendments to the Master Deed. An increase in the number of Units by exercise of the Developer's conversion rights will be given effect by appropriate amendments to the Master Deed, which will not require the consent or approval of any Owner, mortgagee, or other interested person. Amendments will be prepared by and at the sole discretion of Developer and may proportionately adjust the Percentages of Value assigned by section 5.2 to preserve a total value of 100 percent for the entire Project.

8.5 Redefinition of Common Elements. Conversion amendments to the Master Deed by Developer may contain further definitions and redefinitions of General or Limited Common Elements as Developer determines are necessary or desirable to adequately describe, serve, and provide access to the additional Units being added to the Project. In connection with any amendments, Developer will have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the intent of this section.

8.6 Additional Provisions. Any amendments to the Master Deed by Developer for conversion purposes may also contain provisions Developer determines are necessary or desirable (a) to create easements burdening or benefiting portions of the Units being added to the Project and (b) to create or change restrictions or other terms and provisions affecting the additional Units being added to the Project or affecting the balance of the Project as may be reasonably necessary in Developer's judgment to enhance the value or desirability of the Units.

Section 9. EASEMENTS

9.1 Easements for Maintenance and Repair. If any portion of a Unit or Common Element encroaches on another Unit or Common Element due to the shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of the encroachment for so long as the encroachment exists and for the maintenance of the encroachment after rebuilding in the event of destruction. There shall also be permanent easements in favor of the Association (or Developer during the Development and Sale Period) for the maintenance and repair of Common Elements for which the Association (or Developer) may from time to time be responsible or for which it may elect to assume responsibility, and there shall be easements to, through, and over those portions of the land (including the Units) as may be reasonable for the installation, maintenance, and repair of all utility services furnished to the Project. Public utilities shall have access to the Common Elements and to the Units at reasonable times for the installation, repair, or maintenance of those services; and any costs incurred in the opening or repairing of any Common Element or other improvement to install, repair, or maintain common utility services to the Project shall be an expense of administration assessed against all Owners in accordance with the Condominium Bylaws.

9. 2 Easements Reserved by Developer. Developer reserves nonexclusive easements for the benefit of itself and its successors and assigns, which may be used at any time or times,

a. to use, improve, or extend all roadways, drives, and walkways in the Project for the purpose of ingress and egress to and from any Unit or real property owned by it and to and from all or any portion of the land described in section 6 and

b. to use, tap, tie into, extend, or enlarge all utility lines and mains, public and private, located on the land described in Section 2

for the benefit of real property in which Developer owns an interest that adjoins the Project. The easements described in this section are subject to payment by the owners of the benefited property of a reasonable share of the cost of maintenance and repair of the improvements constructed on the easements.

Section 10. AMENDMENT, TERMINATION, AND WITHDRAWAL

10.1 Preconveyance Amendments. If there is no Owner other than Developer, Developer may unilaterally amend the Condominium Documents or, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents reflecting an amendment to the Master Deed or the Condominium Bylaws or a termination of the Project shall be recorded in the register of deeds office in the county where the Project is located.

10.2 Postconveyance Amendments. If there is an Owner other than Developer, the recordable Condominium Documents may be amended for a proper purpose as follows:

a. **Nonmaterial Changes.** An amendment may be made without the consent of any Owner or mortgagee if the amendment does not materially alter or change the rights of any Owner or mortgagee of a Unit in the Project, including, but not limited to, (i) amendments to modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements; (ii) amendments correcting survey or other errors in the Condominium Documents; or (iii) amendments to facilitate conventional mortgage loan financing for existing or prospective Owners and enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, or any other agency of the federal government or the State of Michigan.

b. **Material Changes.** An amendment may be made even if it will materially alter or change the rights of the Owners with the consent of not less than two-thirds of the Owners and, to the extent required by law, mortgagees. However, an Owner's Unit dimensions or Limited Common Elements may not be modified without that Owner's consent, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes be modified without the consent of each affected Owner and mortgagee. Rights reserved by Developer, including without

limitation rights to amend for purposes of contraction or modification of units, shall not be amended without the written consent of Developer so long as Developer or its successors continue to own and to offer for sale any Unit in the Project.

c. **Compliance with Law.** Amendments may be made by Developer without the consent of Owners and mortgagees, even if the amendment will materially alter or change the rights of Owners and mortgagees, to achieve compliance with the Act, administrative rules, or orders adopted by the courts pursuant to the Act or with other federal, state, or local laws, ordinances, or regulations affecting the Project.

d. **Reserved Developer Rights.** Developer may also unilaterally make a material amendment without the consent of any Owner or mortgagee for the specific purposes reserved by Developer in this Master Deed. During the Development and Sales Period, this Master Deed and forms A and B shall not be amended nor shall provisions be modified in any way without the written consent of Developer or its successors or assigns.

e. **Costs of Amendments.** A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of the Owners, the costs of which are expenses of administration. The Owners shall be notified of proposed amendments under this section not less than 10 days before the amendment is recorded.

10.3 Project Termination. If there is a Owner other than Developer, the Project may be terminated only with consent of Developer and not less than 80 percent of the Owners and mortgagees, in the following manner:

a. **Termination Agreement.** Agreement of the required number of Owners and mortgagees to termination of the Project shall be evidenced by the Owners' execution of a Termination Agreement, and the termination shall become effective only when the Agreement has been recorded in the register of deeds office in the county where the Project is located.

b. **Real Property Ownership.** On recordation of a document terminating the Project, the property constituting the Condominium shall be owned by the Owners as tenants in common in proportion to their respective undivided interests in the Common Elements immediately before recordation. As long as the tenancy in common lasts, each Owner and their heirs, successors, or assigns shall have an exclusive right of occupancy of that portion of the property that formerly constituted their Condominium Unit.

c. **Association Assets.** On recordation of a document terminating the Project, any rights the Owners may have to the net assets of the Association shall be in proportion to their respective undivided interests in the Common Elements immediately before

recordation, except that common profits (if any) shall be distributed in accordance with the Condominium Documents and the Act.

d. **Notice to Interested Parties.** Notification of termination by first-class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lienholders, and prospective purchasers who have deposited funds.

10.4 Withdrawal of Property.

a. **Withdrawal by Developer.** Notwithstanding anything in this Master Deed to the contrary, if Developer has not completed development and construction of Units or Improvements in the Project that are identified as “need not be built” during a period ending 10 years after the date of commencement of construction by Developer of the Project, Developer has the right to withdraw from the Project all undeveloped portions of the Project not identified as “must be built” without the prior consent of any Owners, mortgagees of Units in the Project, or any other person having an interest in the Project. If this Master Deed contains provisions permitting the expansion, contraction, or rights of convertibility of Units or Common Elements in the Project, the time period is the greater of (i) the 10-year period set forth above or (ii) 6 years after the date Developer exercised its rights regarding either expansion, contraction, or rights of convertibility, whichever right was exercised last. The undeveloped portions of the Project withdrawn shall also automatically be granted easements for utility and access purposes through the Project for the benefit of the undeveloped portions of the Project, subject to the payment of a reasonable pro rata share of the costs of maintaining the easements.

b. **Withdrawal by Association.** If Developer does not withdraw the undeveloped portions of the Project from the Project or convert the undeveloped portions of the Project to “must be built” before the time periods set forth in section 10.4(a) expire, the Association, by an affirmative two-thirds majority vote of Owners in good standing, may declare that the undeveloped land shall revert to the general common elements and all rights to construct Units on the undeveloped land shall cease. When such a declaration is made, the Association shall provide written notice of the declaration to Developer or its successor by first-class mail at its last known address. Within 60 days after receipt of the notice, Developer or its successor may withdraw the undeveloped land or convert the undeveloped condominium units to “must be built.” However, if the undeveloped land is not withdrawn or the undeveloped condominium units are not converted within 60 days, the Association may file the notice of the declaration with the register of deeds. The declaration takes effect on recording by the register of deeds. The Association shall also file notice of the declaration with the local supervisor or assessing officer.

Section 11. ASSIGNMENT OF DEVELOPER RIGHTS

Developer may assign any or all of the rights and powers granted to or reserved by Developer in the Condominium Documents or by law, including without limitation the power to approve or to disapprove any act, use, or proposed action, to any other entity or person, including the Association. Any such assignment or transfer shall be made by an appropriate document in writing and shall be duly recorded in the register of deeds office in the county where the Project is located.

This Master Deed has been signed by Developer and shall be effective as of the date stated on page 1.

DEVELOPER

By Michael Soave_____

Its __Soave Homes

STATE OF MICHIGAN)

__WAYNE COUNTY)

Acknowledged before me in **Wayne County** County, Michigan on _____, by **[name of acknowledging partner or agent]**, **[partner / agent]** on behalf of **[name of partnership]**, a partnership.

/s/_____

[Notary public's name, as it appears on application for commission]

Notary public, State of Michigan, County of **Wayne County**.

My commission expires _____.

[If acting in county other than county of commission: Acting in the County of _____.

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CONDOMINIUM BYLAWS

Section 1. ASSOCIATION OF OWNERS

1.1 Organization. Baci's Estates is a **Residential** site condominium project located in **Livonia, Wayne County**, Michigan, being developed in **Single** phase, to comprise a maximum of 5 building sites. On the recording of the Master Deed, the management, maintenance, operation, and administration of the Project shall be vested in an Association of Owners organized as a nonprofit corporation under the laws of the State of Michigan. The Association will keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours for inspection by Owners, prospective buyers, mortgagees, and prospective mortgagees of Units in the Project.

1.2 Compliance. All present and future Owners, mortgagees, lessees, or other persons who may use the facilities of the Condominium in any manner shall be subject to and comply with the provisions of the Act, the Master Deed and any amendments, the Condominium Bylaws, the Association's Articles of Incorporation, the Association Bylaws, and other Condominium Documents that pertain to the use and operation of the Project. The acceptance of a deed of conveyance, the entering into of a lease, or the act of occupying a Condominium Unit in the Project shall constitute an acceptance of the terms of the Condominium Documents and an agreement to comply with their provisions.

Section 2. MEMBERSHIP AND VOTING

2.1 Membership. Each Owner of a Unit in the Project shall be a member of the Association during the period of ownership, and no other person or entity will be entitled to membership. The share of a member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a Unit.

2.2 Voting Rights. Each Owner will be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Unit or Units owned, when voting by value. Voting shall be by number except when the Master Deed or Bylaws specifically require voting to be by number and value, and no cumulation of votes shall be permitted.

2.3 Eligibility to Vote. No Owner other than Developer will be entitled to vote at any meeting of the Association until the Owner has presented written evidence of ownership of a Unit in the Project, nor shall the Owner be entitled to vote (except for elections pursuant to section 3.4) before the Initial Meeting of Members. An Owner shall be permitted to vote only if the Owner is not in default in payment of assessments levied against the Owner's unit. Developer shall be entitled to vote only those Units to which Developer still holds title.

2.4 Designation of Voting Representative. The person entitled to cast the vote for each Unit and to receive all notices and other communications from the Association shall be designated by a certificate signed by all the record owners of a Unit and filed with the secretary of the Association. The certificate shall state the name and address of the individual representative designated; the number of the Unit owned; and the name and address of the person or persons, firm, corporation, partnership, association, trust, or other legal entity who is the Unit owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until a change has occurred in the ownership of the Unit.

2.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any designated voting representative who is unable to attend the meeting in person. Proxies will be valid only for the particular meeting designated and any adjournment and must be filed with the Association before the appointed time of the meeting.

2.6 Majority. At any meeting of members at which a quorum is present, 75 percent of the Owners entitled to vote and present in person or by proxy (or written vote, if applicable) shall constitute a majority for the approval of the matters presented to the meeting, except when these Bylaws, the Master Deed, or law required a majority exceeding a simple majority.

Section 3. MEETINGS AND QUORUM

3.1 Initial Meeting of Members. The initial meeting of the members of the Association may be convened only by the Developer and may be called at any time after two or more of the Units in Phase I of the Project have been sold and the buyers qualified as members of the Association. In no event, however, shall the initial meeting be called later than (a) 120 days after the conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the total number of Units that may be created in the Project or (b) 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner of a Unit, whichever first occurs, at which meeting the

eligible Owners may vote for the election of directors of the Association. The maximum number of Units that may be added to the Project under section 6 of the Master Deed shall be included in the calculation of the number of Units that may be created. Developer may call meetings of members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of members.

3.2 Annual Meeting of Members. After the initial meeting has occurred, annual meetings of the members shall be held in each year on a date and at a time and place selected by the Board of Directors. At least 20 days before the date of an annual meeting, written notice of the date, time, place, and purpose of the meeting shall be mailed or delivered to each member entitled to vote at the meeting; but no less than 30 days written notice shall be provided to each member of any proposed amendment to these Bylaws or to other recorded Condominium Documents.

3.3 Advisory Committee. Within one year after the initial conveyance by Developer of legal or equitable title to an Owner of a Unit in the Project or within 120 days after conveyance of one-third of the total number of Units that may be created in the Project, whichever first occurs, Developer shall select two or more persons from the nondeveloper Owners to serve as an advisory committee to the Board of Directors (the Advisory Committee). The purpose of the Advisory Committee is to facilitate communication between the Developer-appointed Board of Directors and the nondeveloper Owners and to aid in the ultimate transition of control to the Owners. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Committee shall automatically cease to exist at the Transitional Control Date. The Board of Directors and the Advisory Committee shall meet with each other at the request of the Advisory Committee, but there shall be not more than two such meetings each year unless both parties agree.

3.4 Board Composition. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 25 percent of the Units that may be created in the Project, at least one director and not less than one-fourth of the Board of Directors of the Association shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 50 percent of the Units that may be created in the Project, not less than one-third of the Board of Directors shall be elected by nondeveloper Owners. Not later than 120 days after conveyance of legal or equitable title to nondeveloper Owners of 75 percent of the Units that may be created in the Project and before conveyance of 90 percent of those Units, the nondeveloper Owners shall elect all directors on the board except that Developer shall have the right to designate at least one director as long as Developer owns and offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units remain that may be created.

3.5 Owner Control. If 75 percent of the Units that may be created in the Project have not been conveyed within 54 months after the first conveyance of legal or equitable title to a nondeveloper Owner, the nondeveloper Owners shall have the right to elect

the percentage of members of the Board of Directors of the Association equal to the percentage of Units they hold, and Developer will have the right to elect the percentage of members of the board equal to the percentage of Units that are owned by Developer and for which all assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights of directors otherwise established in section 3.4. Application of this provision does not require a change in the size of the board as designated in the Association bylaws.

3.6 Mathematical Calculations. If the calculation of the percentage of members of the board that the nondeveloper Owners have a right to elect or the product of the number of members of the board multiplied by the percentage of Units held by the nondeveloper Owners results in a right of nondeveloper Owners to elect a fractional number of members of the board, a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number. After application of this formula, Developer shall have the right to elect the remaining members of the board. Application of this provision shall not eliminate the right of Developer to designate at least one member as provided in section 3.4.

3.7 Quorum of Members. The presence in person or by proxy of 75 percent of the Owners entitled to vote shall constitute a quorum of members. The written vote of an Owner properly furnished at or before a meeting at which the Owner is not present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question on which the vote is cast.

Section 4. ADMINISTRATION

4.1 Board of Directors. The business, property, and affairs of the Association shall be managed by a board of directors (the Board of Directors) to be elected in the manner described in these Bylaws. The directors designated in the Articles of Incorporation shall serve until their successors have been duly elected and qualified at the initial meeting of members. All actions of the first Board of Directors designated in the Articles of Incorporation or any successors to the directors selected by Developer before the initial meeting of members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the members of the Association so long as the actions are within the scope of the powers and duties that a Board of Directors may exercise under the Condominium Documents. A service contract or management agreement entered into between the Association and Developer or affiliates of Developer shall be voidable without cause by the Board of Directors on the Transitional Control Date or within 90 days after the initial meeting has been held and on 30 days' notice at any time for cause.

4.2 Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may take all actions in support of the administration that are not prohibited by the Condominium Documents or specifically reserved to the members, including the following:

- a. care, upkeep, and maintenance of the Common Elements
- b. development of an annual budget and the determination, levy, and collection of assessments required for the operation and affairs of the Condominium
- c. employment and dismissal of contractors and personnel as necessary for the efficient management and operation of the Condominium Property
- d. adoption and amendment of rules and regulations governing the use of the Condominium Property not inconsistent with these Bylaws
- e. opening bank accounts, borrowing money, and issuing evidences of indebtedness in furtherance of the purposes of the Association and designating signatories required for those purposes
- f. obtaining insurance for the Common Elements, the premiums of which shall be an expense of administration
- g. granting licenses for the use of the Common Elements for purposes not inconsistent with the provisions of the Act or of the Condominium Documents
- h. authorizing the execution of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Condominium on behalf of the Owners
- i. making repairs, additions, and improvements to or alterations of the Common Elements and repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings
- j. asserting, defending, or settling claims on behalf of all Owners in connection with the Common Elements of the Project and, on written notice to all Owners, instituting actions on behalf of and against the Owners in the name of the Association
- k. further duties as may be imposed by resolution of the members of the Association or that may be required by the Condominium Documents or the Act

4.3 Books of Account. The Association shall keep books and records containing a detailed account of the expenditures and receipts of administration, which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its members. The accounts shall be open for inspection by the Owners and their mortgagees during reasonable hours. The Association shall also prepare and distribute a financial statement to each Owner at least once a year, the contents of which will be defined by the Association. The books and records shall be reviewed annually and audited at times required by

the Board of Directors by qualified independent accountants (who need not be certified public accountants), and the cost of the review or audit shall be an expense of administration.

4.4 Maintenance, Repair, and Replacement. The responsibility for maintenance, repair, and replacement of Units and Common Elements (other than following casualty damage, which is described in section 6.3 of the Bylaws) is as follows:

- a. All maintenance, repair, and replacement of the structures and other improvements located within a Unit or Limited Common Elements that are the responsibility of the Owner of a Unit as set forth in the Master Deed shall be made by the Owner of the Unit. Each Owner shall be responsible for all damages to the Common Elements resulting from the repairs or from any failure of the Owner to perform maintenance and repairs to a Unit.
- b. All maintenance, repair, and replacement of the General Common Elements, whether located inside or outside the Units, and of Limited Common Elements to the extent required by the Master Deed shall be made by the Association and shall be charged to all the Owners as a common expense unless necessitated by the negligence, misuse, or neglect of a particular Owner, in which case the expense shall be charged to the responsible Owner. The Association or its agent shall have access to each Unit (but not to the interior of any residence or garage within a Unit) from time to time during reasonable hours, on notice to the occupant, to maintain, repair, or replace any of the Common Elements located within or accessible only from a Unit that are the responsibility of the Association. The Association or its agents shall also have access to each Unit at all times without notice for making emergency repairs necessary to prevent damage to other Units or the Common Elements.

4.5 Reserve Fund. The Association shall maintain a reserve fund, to be used for major repairs and replacement of the Common Elements, as provided by MCL 559.205. The fund shall be established in the minimum amount required on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the then current annual budget of the Association on a noncumulative basis. The minimum reserve standard required by this section may prove to be inadequate, and the Board should carefully analyze the Project from time to time to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

4.6 Construction Liens. A construction lien arising as a result of work performed on a Unit or on an appurtenant Limited Common Element shall attach only to the Unit on which the work was performed, and a lien for work authorized by Developer or the principal contractor shall attach only to Condominium Units owned by Developer at the time of recording the lien. A construction lien for work authorized by the Association shall attach to each Unit only to the proportionate extent that the Owner of the Unit is required to contribute to the expenses of administration. No

construction lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements not contracted for by the Association or Developer.

4.7 Managing Agent. The Board may employ a management company or managing agent at a compensation established by the Board to perform the duties and services as the Board shall authorize, including, but not limited to, the powers and duties described in section 4.2. Developer or any person or entity related to Developer may serve as managing agent, but any compensation paid to Developer shall be at competitive rates.

4.8 Officers. The Association Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, removal, and replacement of officers of the Association and may contain any other provisions pertinent to officers of the Association not inconsistent with these Bylaws. Officers may be compensated, but only on the affirmative vote of 51 percent or more of all Owners.

4.9 Indemnification. All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days notice to all Owners in the manner and to the extent provided by the Association Bylaws. If no judicial determination on indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Owners vote to procure such an opinion.

Section 5. ASSESSMENTS

5.1 Administrative Expenses. The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common, and personal property taxes levied on such property shall be treated as expenses of administration. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenses of administration, and all sums received as proceeds of or pursuant to any policy of insurance covering the interests of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Common Elements shall be receipts of administration.

5.2 Determination of Assessments. Assessments will be determined in accordance with the following provisions:

a. **Initial Budget.** The Board of Directors of the Association shall establish an initial budget in advance for each fiscal year that will project all expenses for the coming year that may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The annual assessment to be levied against each Unit

in the Project shall then be determined on the basis of the budget. Copies of the budget shall be delivered to each Owner, although the failure to deliver a copy to each Owner will not affect or in any way diminish the liability of an Owner for any existing or future assessment.

b. Budget Adjustments. If the Board of Directors determines at any time, in its sole discretion, that the initial assessments levied are insufficient (i) to pay the costs of operation and maintenance of the Common Elements, (ii) to provide for the replacement of existing Common Elements, (iii) to provide for additions to the Common Elements not exceeding 300 annually, or (iv) to respond to an emergency or unforeseen development; the Board is authorized to increase the initial assessment or to levy any additional assessments it deems necessary for such purposes. The discretionary authority of the Board of Directors to levy additional assessments will rest solely with the Board of Directors for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

c. Special Assessments. The Board of Directors may make special assessments in excess of those permitted by subsections (a) and (b) from time to time following the approval of the Owners as provided in this subsection to meet other needs or requirements of the Association, including but not limited to (i) assessments for additions to the Common Elements costing more than \$1000.00 in any year, (ii) assessments to purchase a Unit on foreclosure of the lien described in section 5.5, or (3) assessments for any other appropriate purpose not specifically described. Special assessments referred to in this subsection (but not those assessments referred to in subsections (a) and (b), which will be levied in the sole discretion of the Board of Directors) will not be levied without the prior approval of 67 percent or more (in number and in value) of all Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and its members and may not be attached by or subject to specific performance by any creditors of the Association.

5.3 Apportionment of Assessments. All assessments levied against the Unit Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with the Percentage of Value allocated to each Unit in the Master Deed and any other assessment provisions in the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Unless the Board elects some other periodic payment schedule, annual assessments will be payable by Owners in 4 equal quarterly installments, commencing with the acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of title to a Unit by any other means. The payment of an assessment will be in default if the assessment, or any part, is not received by the Association in full on or before the due date for the payment established by rule or regulation of the Association. However, the Board of Directors, including the first Board of Directors appointed by Developer, may relieve a Unit Owner who has not constructed a residence within a Unit from payment, for a limited

period of time, of all or some portion of the assessment for the Unit's respective allocable share of the Association budget. The purpose of this provision is to provide fair and reasonable relief from Association assessments for nonresident Owners until those Owners begin to use the Common Elements on a regular basis.

5.4 Expenses of Administration. The expenses of administration shall consist, among other things, of the amounts the Board deems proper to operate and maintain the Condominium property under the powers and duties delegated to it and may include, without limitation, amounts to be set aside for working capital of the Condominium, for a general operating reserve, for a reserve for replacement, and for meeting any deficit in the common expense for any prior year. Any reserves established by the Board before the initial meeting of members shall be subject to approval by the members at the initial meeting. The Board shall advise each Owner in writing of the amount of common charges payable by the Owner and shall furnish copies of each budget containing common charges to all Owners.

5.5 Collection of Assessments. Each Owner shall be obligated for the payment of all assessments levied on the Owner's Unit while that person is the Owner of the Unit, and no Owner may become exempt from liability for the Owner's contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit.

a. **Legal Remedies.** In the event of default by any Owner in paying the assessed common charges, the Board may declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. In addition, the Board may impose reasonable fines or charge interest at the legal rate on assessments from and after the due date. Unpaid assessments, together with interest on the unpaid assessments, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorney fees, and fines in accordance with the Condominium Documents, shall constitute a lien on the Unit prior to all other liens except tax liens in favor of any state or federal taxing authority and sums unpaid on a mortgage of record recorded before the recording of any notice of lien by the Association; and the Association may enforce the collection of all sums due by suit at law for a money judgment or by foreclosure of the liens securing payment as provided by MCL 559.208. In a foreclosure proceeding, whether by advertisement or by judicial action, the Owner or anyone claiming under the Owner shall be liable for assessments charged against the Unit that become due before the redemption period expires, together with interest, advances made by the Association for taxes or other liens to protect its lien, costs, and reasonable attorney fees incurred in their collection.

b. **Sale of Unit.** On the sale or conveyance of a Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the buyer in preference over any other assessment or charge except as otherwise provided by the Condominium Documents or by the Act. A buyer or grantee may request a written statement from the Association for the amount of unpaid assessments levied

against the Unit being sold or conveyed, and the buyer or grantee shall not be liable for, nor shall the Unit sold or conveyed be subject to, a lien for any unpaid assessments in excess of the amount stated in a written response from the Association. However, unless the buyer or grantee requests a written statement from the Association at least five days before the sale as provided in the Act, the buyer or grantee shall be liable for any unpaid assessments against the Unit together with interest, late charges, fines, costs, and attorney fees.

c. **Self-Help.** The Association may enter the Common Elements, Limited or General, to remove and abate any condition constituting a violation or may discontinue the furnishing of services to an Owner in default under any of the provisions of the Condominium Documents on seven days' written notice to the Owner of the Association's intent to do so. An Owner in default shall not be entitled to use any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as the default continues, but this provision shall not operate to deprive any Owner of ingress and egress to and from the Owner's Unit.

d. **Application of Payments.** Money received by the Association in payment of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney fees; second, to any interest charges and fines for late payment on the assessments; and third, to installments of assessments in default in order of their due dates.

5.6 Financial Responsibility of Developer. The responsibility of Developer for assessments is as follows:

a. **Pret turnover Expenses.** Before the Transitional Control Date, it will be Developer's responsibility to keep the books balanced and to avoid any continuing deficit in operating expenses, but the Developer shall not be responsible for the payment of general or special assessments. At the time of the initial meeting, Developer will be liable for the funding of any continuing deficit of the Association that was incurred before the Transitional Control Date.

b. **Post turnover Expenses.** After the Transitional Control Date and continuing for any remaining Development and Sales Period, Developer shall not be responsible for the payment of either general or special assessments levied by the Association on Units owned by Developer until construction of a building on a Unit is commenced.

c. **Exempted Transactions.** Under no circumstances will Developer be responsible for the payment of any portion of any assessment that is levied for deferred maintenance, reserves for replacement, capital improvements, or additions or to finance litigation or other claims against Developer.

Section 6. TAXES, INSURANCE, AND REPAIR

6.1 Real Property Taxes. Real property taxes and assessments shall be levied against the individual Units and not against the Property of the Project or any phase of the Project, except for the calendar year in which the Project or phase is established. Taxes and assessments that become a lien against the Property in the year in which the Project was established shall be expenses of administration and shall be assessed against the Units located on the land with respect to which the tax or assessment was levied in proportion to the Percentage of Value assigned to each Unit. Real property taxes and assessments levied in any year in which a vacation of the Project occurs shall be assessed only against the individual Units. For tax and special assessment purposes, no Unit shall be combined with any other Unit or Units, and no assessment of any fraction of a Unit or combination of any Unit with other whole or partial Units shall be made, nor shall any division or split of the assessment or taxes of a single Unit be made, whether the Unit is owned by an individual or multiple Owners. Taxes for real property improvements made to or within a specific Unit shall be assessed against that Unit only, and each Unit shall be treated as a separate, single parcel of real property for purposes of property taxes and special assessments.

6.2 Insurance Coverage. The Association shall be appointed as attorney-in-fact for each Owner to act on insurance matters and shall be required to obtain and maintain, to the extent applicable, casualty insurance with extended coverage, vandalism, and malicious mischief endorsements; liability insurance (including director's and officer's liability coverage if deemed advisable); and worker's compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements of the Project. All insurance shall be purchased by the Board of Directors for the benefit of the Association, the Owners, the mortgagees, and Developer, as their interests may appear. The insurance, other than title insurance, shall be carried and administered according to the following provisions:

a. **Owner Responsibilities.** Each Owner will be responsible for obtaining casualty insurance coverage at the Owner's expense with respect to the residence and all other improvements constructed or located within the perimeters of the Owner's Unit and for the Limited Common Elements appurtenant to the Owner's Unit. It shall also be each Owner's responsibility to obtain insurance coverage for the Owner's personal property within the Owner's Unit or elsewhere on the Condominium, for personal liability for occurrences within the Owner's Unit or on the Limited Common Elements appurtenant to the Owner's Unit, and for alternative living expenses in the event of fire or other casualty causing temporary loss of the Owner's residence. All insurance carried by the Association or any Owner shall contain provisions permitting the waiver of the right of subrogation for any claims against any Owner or the Association for insured losses.

b. **Common Element Insurance.** The General Common Elements of the Project shall be insured by the Association against casualties covered by a standard extended coverage endorsement, to the extent deemed applicable and appropriate, in an amount to be determined annually by the Board of Directors. The

Association shall not be responsible for maintaining insurance with respect to the Limited Common Elements, the Units themselves, or any improvements located within the Units.

c. **Fidelity Insurance.** The Association may obtain, if desired, fidelity coverage to protect against dishonest acts by its officers, directors, employees, and all others who are responsible for handling funds of the Association.

d. **Power of Attorney.** The Board of Directors is irrevocably appointed as the agent for each Owner, each mortgagee, other named insureds and their beneficiaries, and any other holder of a lien or another interest in the Condominium or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases on the payment of claims.

e. **Indemnification.** Each individual Owner shall indemnify and hold harmless every other Owner, Developer, and the Association for all damages, costs, and judgments, including actual attorney fees, that any indemnified party may suffer as a result of defending claims arising out of an occurrence on or within an individual Owner's Unit or appurtenant Limited Common Elements. This provision shall not be construed to give an insurer any subrogation right or other right or claim against an individual Owner, Developer, or the Association, which rights are waived.

f. **Premium Expenses.** Unless otherwise provided, all premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration of the Association.

6.3 Reconstruction and Repair. If any part of the Condominium Property is damaged or destroyed by fire or other casualty, the decision whether or not it will be reconstructed or repaired will be made in the following manner:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be repaired or rebuilt unless 80 percent or more of the Owners and the institutional holders of mortgages on any Unit in the Project agree to the contrary. However, if the damaged property is common roadway and is the sole means of ingress and egress to one or more Units in the Project, it will be repaired or rebuilt unless the 80 percent or more of the Owners agreeing not to repair or rebuild includes the Owners of all such Units.

b. **Limited Common Elements and Improvements.** If the damaged property is a Limited Common Element or an improvement located within the boundaries of a Unit, the Owner of the affected Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person having an interest in the property, and the Owner shall be responsible for the cost of any reconstruction or repair that the Owner elects to make. The Owner

shall in any event remove all debris and restore the Unit and its improvements to a clean and slightly condition satisfactory to the Association within a reasonable period of time following the occurrence of the damage.

c. **Reconstruction Standards.** Any reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for the improvements located within the Unit, unless prior written approval for changes is obtained from the Architectural Review Committee.

d. **Procedure and Timing.** Immediately after the occurrence of a casualty causing damage that is to be reconstructed or repaired by the Association, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to cover the estimated cost of reconstruction or repair required to be performed by the Association or if at any time during the reconstruction or repair the funds for the payment of the costs by the Association are insufficient, assessment shall be levied against all Owners in sufficient amounts to provide funds to pay the estimated or actual costs of reconstruction or repair. This provision shall not be construed to require the replacement of mature trees and vegetation with equivalent trees or vegetation.

6.4 Eminent Domain. The following provisions will control on any taking by eminent domain:

a. **Condominium Units.** In the event of the taking of all or any portion of a Condominium Unit or any improvements located within the perimeters of a Unit, the award for the taking shall be paid to the Owner of the Unit and any mortgagee, according to their interests. If an Owner's entire Unit is taken by eminent domain, the Owner and any mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

b. **Common Elements.** In the event of the taking of all or any portion of the General Common Elements, the condemnation proceeds relative to the taking shall be paid to the Association for use by or distribution to its members. The affirmative vote of 80 percent or more of the Owners in number and in value shall determine whether to rebuild, repair, or replace the portion taken or to take another action.

c. **Amendment to the Master Deed.** If the Project continues after the taking by eminent domain, the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly; and if any Unit has been taken, section 5 of the Master Deed shall also be amended to reflect the taking and to proportionately readjust the Percentages of Value of the remaining Owners based on the continuing total value of the Condominium of 100 percent. The amendment may be completed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Owner.

d. Notice to Mortgagees. If any Unit in the Condominium, the Common Elements, or any portion of them is made the subject matter of an eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall promptly notify each holder of a publicly recorded mortgage lien on any of the Units in the Condominium.

e. Inconsistent Provisions. To the extent not inconsistent with the provisions of this section, MCL 559.233 shall control on any taking by eminent domain.

Section 7. CONSTRUCTION REQUIREMENTS

7.1 Design Standards. Design standards for Units in the Project are set forth in this section. Design standards promote quality, value, and stability for Unit Owners. The standards in this section are intended to promote consistency of architecture and landscape design and to enhance and preserve real estate values.

7.2 Developer Approvals. During the Development and Sales Period, no residences, buildings, walls, drives, walks, or other improvements shall be commenced, erected, or maintained; no addition to or external change in the appearance of any structure shall be made (including color and design); and no hedges, trees, plantings, or landscaping modifications shall be made until plans or specifications acceptable to Developer, showing the nature, kind, shape, height, materials, color scheme, location, and approximate cost of the structure or improvement and the grading and landscaping plan of the area to be affected, have been submitted to and approved in writing by Developer. Developer shall have the right to refuse to approve any plans or specifications, including the grading and landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on such specifications or grading or landscaping plans, Developer shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification; the site on which it is proposed to be erected; and the degree of harmony with the Condominium as a whole.

7.3 Review Committee. Developer has or will establish an architectural review committee (the Review Committee). The mission of the Review Committee is to ensure that all plans submitted for review, and all subsequent exterior changes or modifications, meet the criteria established in the design standards. The design standards for the Project are intended to provide a compatible neighborhood image.

7.4 Architectural Review. Following the Development and Sales Period, no residence, structure, or other improvements shall be constructed within a Unit or elsewhere on the Property and no exterior modification shall be made to any existing residence, structure, or improvement unless plans and specifications containing whatever detail the Review Committee reasonably requires has first been approved in writing by the Review Committee. The Review Committee shall have the right to refuse to approve any plans and specifications, color or material applications, grading

or landscaping plans, or building location plans that are not suitable or desirable in its opinion for aesthetic or other reasons. In passing on the plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, or modification, the site on which it is proposed to be constructed, the proposed location of any improvement within the Unit, the location of structures within adjoining Units and the degree of harmony with the Condominium as a whole.

7.5 Approval of Contractor. All residences and other structures shall be constructed only by residential home builders licensed by the State of Michigan and approved in writing by Developer or, following the Development and Sales Period, by the Review Committee. If building construction is intended to commence within three months after the date of plan approval, the name of the proposed residential builder must be submitted when the plans and specifications are submitted. If construction is to be delayed beyond three months, the name of the proposed residential builder must be submitted for approval at least 60 days before the commencement of construction. In its approval process, the Review Committee may take into consideration the qualifications of the proposed builder along with its reputation in the community before deciding whether or not that builder will be approved for participation in the Project. Construction of all other improvements, including swimming pools and landscaping, must also be done by contractors approved in writing by the Review Committee.

7.6 Specific Requirements. All approvals required by this section shall comply with the following requirements:

a. **Construction Materials.** Each residence shall be finished with wood, masonry (brick), or vinyl exterior, including windows of exterior white color and clad with either aluminum or vinyl. Exposed chimneys shall be constructed of brick, stone, wood, or vinyl; and exposed concrete masonry on all other visible improvements shall also be finished with brick, stone, wood, or vinyl. Roofs must be of shingle construction using cedar, fiberglass, or asphalt shingles. Driveways may be of asphalt, brick, or cement. Any children's play areas and decorative fencing shall be constructed primarily of wood or have a wood appearance. All exterior paints, stains, and material colors must be shown as part of the plan submitted for approval, and samples shall be furnished to the Review Committee on request.

b. **Size and Space Requirements.** No residence shall be constructed on any Unit with less than the following sizes of finished living areas (as calculated on exterior dimensions), exclusive of decks, porches, patios, garages, and basements (whether full basements, daylight basements, or walkout basements):

- One-story home – 1200 sq. ft.
- Multi-story home – 1700 sq. ft.

c. **Improvements and Outbuildings.** Each residence must be equipped with an attached garage of not less than two stalls and not more than three stalls, and outside parking for a minimum of four vehicles shall be provided on or along the driveway. One additional detached structure of a size as determined by the Review Committee will be permitted for storage or accessory garage space.

d. **Letter and Delivery Boxes.** The Review Committee will determine the location, design, and permitted lettering of all mail and paper delivery boxes. Each Owner will either install a mailbox and delivery box or pay the reasonable cost of installation as determined by the Review Committee for installation by the Association.

7.7 Codes and Ordinances. In addition to the construction requirements in this Section, all buildings and other structures must comply with applicable building, mechanical, electrical, and plumbing codes of the applicable jurisdictions in effect when the building or structure is erected.

7.8 Time for Construction. At the time of submitting the name of a proposed residential builder for approval, a date for commencement of construction (which shall not be more than three years after the date of approval) must be agreed on and approved by the Review Committee. Once construction has started, work on the building must be diligently pursued and completed within a maximum of 12 months from the date of commencement. The Committee may extend the time for commencement or completion when, in its opinion, conditions warrant an extension.

7.9 Reserved Developer Rights. The purpose of section 7 is to ensure the continued maintenance of the Condominium as an attractive and harmonious residential development, and its provisions shall be binding on both the Association and all Owners in the Project. Developer (or any residential builder to whom Developer has assigned such rights) shall have the right to maintain a model unit, sales office, advertising display signs, storage areas, and reasonable parking incident to its sales efforts and to access to, from, and over the Property as may be reasonable to enable development and sale of the entire Project.

7.10 Building Lines. For the purpose of this section, the word *building* will mean the main residence; the garage and related outbuildings; and their projections such as eaves; bay, bow, or oriel windows; exterior chimneys; covered porches; porticos; loggias; and similar projections. *Building* will not include open pergolas, uncovered porches, open terraces, stoops, steps, or balustrades the sides of which do not extend more than three feet above the level of the ground floor of the main building.

7.11 Review Committee Appointment. Following the Development and Sale Periods, if rights of appointment have not previously been assigned to the Association, Developer's representatives shall resign from the Review Committee, and the Board of Directors of the Association shall appoint three new members to the Review Committee. In each succeeding year or at whatever other intervals the Board

of Directors decides, the Board of Directors shall appoint or reappoint the three members to serve on the Review Committee.

7.12 Permitted Variance. The Review Committee may, on a showing of practical difficulty or other good cause, grant variances from the requirements of this section, but only to an extent and in a manner that does not violate the spirit and intent of the requirements.

7.13 Setback Lines. No building will be erected on any Unit nearer to the street line or to either side Unit boundary or closer to the rear Unit boundary than permitted by the setback requirements of the zoning applicable to the Unit that is in effect at the time of the contemplated construction of any building unless a variance or other permission for the setback is obtained from the applicable authority. If compliance with these setback requirements is impracticable or would create a hardship for a corner Unit or an odd-shaped building site, the Review Board may specify front yard, side yard, and rear yard widths and depths that are less than those required by this section. When 1½ or more Units are acquired as a single building site, the side Unit boundaries will refer only to the Unit boundary lines bordering the property of adjoining owners.

7.14 Building Height. The height of any building shall not be more than 2½ stories. If any portion of a level or floor within a building is below grade, all of that level or floor shall be considered a basement level.

7.15 Improvements Adjoining Roadway. No trees, plantings, fencing, or other improvements will be placed where they obstruct vehicular visibility at or near street intersections.

7.16 Soil from Excavation. All soil to be removed from any of the Units in the course of grading or excavating will, at Developer's option, become the property of Developer and be placed by the Owner or the Owner's contractor at the Owner's expense in a location within or adjoining the Project designated by Developer.

Section 8. USE AND OCCUPANCY RESTRICTIONS

8.1 Residential Use. Condominium Units shall be used exclusively for residential occupancy, and no Unit or appurtenant Common Element shall be used for any purpose other than that of a single-family residence and purposes incidental to residential use. Home occupations conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. No building intended for other business uses and no apartment house, rooming house, day care facility, foster care residence, or other commercial or multiple-family dwelling of any kind shall be erected, placed, or permitted on any Unit.

8.2 Common Areas. The Common Elements shall be used only by the Owners of Units in the Condominium and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units. Any parking areas or other Common Elements designed for a specific purpose shall be used only for those purposes or other uses approved by the Board. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Owner and shall be subject to any lease or easement presently in existence or entered into by the Board at some future date that affects all or any part of the Common Elements.

8.3 Use and Occupancy Restrictions. In addition to the general requirements of sections 8.1–8.3, the use of the Project and its Common Elements by any Owner shall be subject to the following specific restrictions:

a. **Exterior Changes.** No Owner shall make any additions, alterations, or modifications to any of the Common Elements or any changes to the exterior appearance of the building or other improvements within the perimeters of the Owner's Unit without prior approval of Developer or the Review Committee. A change in the color of a residence or a significant landscaping change are included within the meaning of a change in exterior appearance.

b. **Unit Rental.** No portion of a Unit may be rented and no transient tenants be accommodated in any building, but this restriction shall not prevent the rental or sublease of an entire Unit together with its appurtenant Limited Common Elements for residential purposes in the manner permitted by these Bylaws.

c. **Nuisances.** No nuisances shall be permitted on the Property, nor shall any use or practice be permitted that is a source of annoyance to or that unreasonably interferes with the peaceful possession or proper use of the Project by its residents. No Unit shall be used in whole or in part for the storage of rubbish or trash or for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.

d. **Prohibited Uses.** Nothing shall be done or kept in any Unit or on the Common Elements that will increase the rate of insurance for the Project without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements or that will violate any law.

e. **Signs.** No signs or other advertising devices (other than one professionally made unlit sign or a sign of substantially the same quality and appearance advertising a unit for sale that is not larger than four square feet in size) shall be displayed from any residence or on any Unit that are visible from the exterior of the Unit or from the Common Elements without written permission from the Association or its managing agent.

f. **Personal Property.** No Owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other items of personal property outside a residence or ancillary building. This restriction shall not be construed to prohibit a Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony of a Unit, though no such furniture or other personal property shall be stored on any open patio, deck, or balcony that is visible from another Unit or from the Common Elements of the Project.

g. **Firearms and Weapons.** No Owner shall use or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any firearms; air rifles; pellet guns; BB guns; bows and arrows; illegal fireworks; or other dangerous weapons, projectiles, or devices anywhere on or about the Property.

h. **Pets and Animals.** No animals may be kept on any unit except for one domestic dog, one domestic cat, and two caged birds without the prior written consent of the Association, which, if given, may be revoked at any time by the Association. No exotic, savage, or dangerous animal shall be kept on the Property, and no animal may be kept or bred for commercial purposes. Common household pets permitted under the provisions of this subsection shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time and must at all times be kept under care and restraint so they are not obnoxious on account of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Common Elements or on any Unit except the Unit owned by the owner of the animal, and the owner of each pet shall be responsible for cleaning up after it.

i. **Recreational Vehicles.** No recreational vehicles, boats, or trailers shall be parked or stored in any garage if the storage would prevent full closure of the garage door or elsewhere on the Property without the written approval of the Association. No snowmobile, all-terrain vehicle, or other motorized recreational vehicle shall be operated on the Property. No maintenance or repair shall be performed on any boat or recreational vehicle except within a garage or residence where totally isolated from public view.

j. **Lawn Care and Landscaping.** Each Unit owner may leave portions of the Unit in a natural state. Each Owner shall mow all grass outside of natural areas at least two times each month during the growing season.

k. Trash Containers and Pick Up. All trash shall be placed in containers approved by the Review Committee and kept inside the garage or other fully enclosed area except for short periods of time reasonably necessary to permit collection.

l. Exterior Lighting. No vapor lights, dusk-to-dawn lights, or other lights that are regularly left on during the night may be installed or maintained on any Unit without the prior consent of the Review Committee.

m. Solar Panels and Satellite Dishes. No solar panel may be installed on any Unit until the type, design, and location of the solar panel has been approved in writing by the Review Committee. An Owner may install a satellite dish on the Owner's Unit, subject to reasonable prior approval by the Review Committee for size, location, color, and screening. To the extent required by applicable federal law, the Review Committee's regulations shall not unreasonably impair a Owner's installation, maintenance, or use of a satellite dish.

n. Use of Common Elements. The General Common Elements shall not be used for the storage of supplies or personal property (except for the short periods of time that are reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the roadways (except for parties or receptions generating a need for off-site parking), and Owners shall not personally use or obstruct any guest parking areas that are located on the Common Elements of the Project without the prior consent of the Association. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the Common Elements or that affects an Association responsibility in any way. In general, no activity shall be carried on or condition maintained by any Owner either in the Owner's Unit or on the Common Elements that despoils the appearance of the Condominium.

o. Application of Restrictions. Unless arbitration is elected pursuant to these Bylaws, a dispute or question whether a violation of any specific regulation or restriction in this section has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a decision in writing, which shall be binding on all owners and other parties with an interest in the Project.

8.4 Zoning Compliance. In addition to the restrictions in section 8, the use of any Unit or structure on the Property must satisfy the requirements of the zoning ordinances of the municipality where the Project is located in effect at the time of the contemplated use unless a variance for the use is obtained from a unit of government with jurisdiction over the use of the Unit and Property.

8.5 Rules of Conduct. Additional rules and regulations consistent with the Act, the Master Deed, and these Bylaws concerning the use of Units and Common Elements may be promulgated and amended by the Board. Copies of the rules and regulations must be furnished by the Board to each Owner at least 10 days before their effective date and may be revoked at any time by the affirmative vote of the Board or 60 percent or more of all Owners.

8.6 Enforcement by Developer. The Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community used and occupied for the benefit of the Owners and all other persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligations to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such standards, Developer, or any person to whom it assigns this right, may, at its option, elect to maintain, repair, or replace any Common Elements or to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, and this right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any prohibited activity.

8.7 Owner Enforcement. An aggrieved Owner will also be entitled to compel enforcement of the Condominium Documents by an action for injunctive relief or damages against the Association, its officers, or another Owner in the Project.

8.8 Remedies on Breach. In addition to the remedies granted by section 5.5 for the collection of assessments, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section 8, to enter the Unit and to remove or correct the cause of the violation. The entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

8.9 Reserved Rights of Developer. The restrictions in this section shall not apply to the commercial activities of Developer during the Development and Sale Period. Developer shall also have the right to maintain a sales office, advertising display sign, storage areas, and reasonable parking incident to its sales efforts and to reasonable access to, from, and over the Property to enable development and sale of the entire Project.

8.10 Assignment and Succession. Developer may be assigned any of the rights granted to or reserved by it in the Condominium Documents or by law to any other entity or to the Association. Any assignment or transfer shall be made by an appropriate document in writing, signed by Developer and recorded in the register of deeds office for the county where the Project is located. On qualification, the assignee

will have the same rights and powers as those granted to or reserved by Developer in the Condominium Documents.

Section 9. MORTGAGES

9.1 Notice to the Association. Any Owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee (in this section, the Mortgagee), and the Association will maintain this information. The information relating to Mortgagees will be made available to Developer or its successors as needed to obtain consent from or give notice to Mortgagees concerning actions requiring consent from or notice to Mortgagees under the Condominium Documents or the Act.

9.2 Insurance. The Association shall notify each of the Mortgagees of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief, with the amounts of the coverage.

9.3 Rights of Mortgagees. Except as otherwise required by applicable law or regulations, a Mortgagee of a Unit will be granted the following rights:

a. **Inspection and Notice.** On written request to the Association, a Mortgagee will be entitled (i) to inspect the books and records relating to the Project on reasonable notice, (ii) to receive a copy of the annual financial statement that is distributed to Owners; (iii) to notice of any default under the Condominium Documents by its mortgagor in the performance of the mortgagor's obligations that is not cured within 30 days; and (iv) to notice of all meetings of the Association and its right to designate a representative to attend the meetings.

b. **Exemption from Restrictions.** A Mortgagee that comes into possession of a Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure shall be exempt from any option or right of first refusal on the sale or rental of the mortgaged Unit in the Condominium Documents.

9.4 Additional Notification. When notice is to be given to a Mortgagee, the Board of Directors shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Farmer's Home Administration, the Government National Mortgage Association, and any other public or private secondary mortgage market entity participating in purchasing or guarantying mortgages of Units in the Condominium if the Board of Directors has notice of their participation.

Section 10. LEASES

10.1 Notice of Lease. An Owner, including Developer, who intends to lease a Unit shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to the prospective tenant and, at the same time, shall supply the Association with a copy of the lease form. No Unit shall be leased for a period of less than 90 days without the prior written consent of the Association.

10.2 Terms of Lease. All occupants of a Unit shall comply with all the conditions of the Condominium Documents of the Project, and all lease and rental agreements must require compliance.

10.3 Remedies of the Association. If the Association determines that any non-Owner occupant has failed to comply with any conditions of the Condominium Documents, the Association may take the following action:

a. **Notice.** The Association shall notify the Owner by certified mail advising of the alleged violation by the non-Owner occupant.

b. **Investigation.** The Owner will have 15 days after receipt of the notice to investigate and correct the alleged breach by the non-Owner occupant or to advise the Association that a violation has not occurred.

c. **Legal Action.** If, after 15 days the Association believes that the alleged breach has not been cured or may be repeated, it may institute an action for eviction against the non-Owner occupant and a simultaneous action for money damages (in the same or in a separate action) against the Owner and the non-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the non-Owner occupant and the Owner liable for any damages to the Common Elements caused by the Owner or the non-Owner occupant in connection with the Unit or the Project.

10.4 Liability for Assessments. If an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a non-Owner occupant occupying the Owner's Unit under a lease or rental agreement and the non-Owner occupant, after receiving such notice, shall deduct from rental payments due the Owner the full arrearage and future assessments as they fall due and pay them to the Association. Such deductions shall not be a breach of the lease agreement by the non-Owner occupant.

Section 11. TRANSFER OF UNITS

11.1 Unrestricted Transfers. An individual Owner may, without restriction under these Bylaws, sell, give, devise, or otherwise transfer the Owner's Unit or any interest in the Unit.

11.2 Notice to Association. Whenever an Owner sells, gives, devises, or otherwise transfers the Owner's Unit or any interest in the Unit, the Owner shall give written notice to the Association within five days after consummating the transfer. The notice shall be accompanied by documents evidencing the title or interest transferred.

11.3 First Option of the Association.

a. If an Owner proposes to sell a Unit or any interest in a Unit to a person or an entity other than a person or entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the right, at its option, to purchase the Unit or interest being sold from the Owner (the Transferring Party) on the terms described in the notice.

b. If an Owner proposes to make a gift of a Unit or any interest in a Unit to any person or entity other than a person or an entity described in section 11.1, for a period of 30 days following the date notice of the proposed transfer is given to the Association, the Association shall have the first right, at its option, to purchase the Unit or interest. The price to be paid by the Association for the Unit shall be agreed on by the Transferring Party and the Association or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).

c. If an Owner dies and under applicable law the Owner's Unit or any interest in the Unit is subject to a probate proceeding, for three months after the appointment of a personal representative of the deceased Owner, the Association shall have the first right, at its option, to purchase the Unit either from the devisee named in the deceased Owner's will, if any, or from the appointed personal representative of the deceased Owner who is empowered or authorized to sell the Unit; the personal representative shall be deemed the Transferring Party. However, this option shall not apply to any transfer on the death of a Owner to a person or an entity described in section 11.1. The price to be paid by the Association for the Unit or interest shall be agreed on by the Association and the Transferring Party or, if not promptly agreed on, shall be determined in accordance with the procedure set forth in section 11.3(d).

d. If the price to be paid by the Association for a Unit or an interest in the Unit pursuant to subsections (b) or (c) is not promptly agreed on, the price shall be equal to the fair market value of the Unit or interest in the Unit as determined by an [MAI / SRA] appraiser mutually agreed on by the Transferring Party and the Association or, in the event of no prompt agreement on such an appraiser, by a majority decision of three [MAI / SRA] appraisers, one chosen by the Transferring Party, one chosen by the Association, and the third chosen by the other two selected appraisers. The cost of an appraiser or appraisers shall be paid one-half by the Transferring Party and one-half by the Association as a common expense.

11.4 Election Not to Exercise. The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the options granted by this section and shall promptly give written notice of such an election to the Transferring Party. The Association shall be deemed to have elected not to exercise its option if either (a) the Association notifies the Transferring Party that it has elected not to exercise its option or (b) the Association fails to notify the Transferring Party before the expiration of the applicable option period that the Association has elected to exercise its option.

If the Association elects not to exercise its option, in the case of a proposed sale or gift of a Unit or interest in a Unit, the Transferring Party may proceed to close the proposed transfer any time within 45 days after the election. After those 45 days, the transfer of the Unit or any interest in the Unit shall again become subject to the Association's option rights as provided in this section.

A certificate executed by the president, vice president, secretary, or other duly authorized officer of the Association certifying that the Association has elected not to exercise its option shall be conclusive evidence of that election. A certificate shall be furnished to the Owner on the Owner's compliance with the provisions of this section, provided that the Owner requests such a certificate from the Association in writing.

11.5 Election to Exercise. The Board shall have the authority to recommend to the Owners that the Association elect to exercise its option under this section as follows:

a. If the Board decides to recommend to the Owners that the Association elect to exercise its option, the Board shall call and hold a meeting of all the Owners within 20 days following its determination to make that recommendation, to vote on whether the Association will exercise its option. If Owners owning not less than 60 percent in number and in value, by affirmative vote at the meeting or by written proxy or consent, elect to exercise the Association's option, the Board shall promptly give written notice of the election to the Transferring Party.

b. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the Transferring Party within the option period stated above.

11.6 Purchase at Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or a direction of a court or at any other involuntary sale on the consent or approval of the Owners owning not less than 60 percent in number and in value. The consent shall include a maximum price that the Board or its duly authorized agent may bid and pay for the Unit.

11.7 Financing of Purchase. The Board shall have authority to make mortgage arrangements and financing arrangements as authorized by the vote of the Owners to close and consummate the purchase of a Unit by the Association. No such financing arrangement may be secured by an encumbrance on any interest in the Project other than the Unit to be purchased and the limited common elements appurtenant to the Unit.

11.8 Miscellaneous.

- a. A transfer of a Unit to the Association or the holder of any mortgage on a Unit that comes into possession of the mortgaged Unit in the manner provided by section 5 or 9 shall not be subject to the provisions of this section.
- b. The Association shall hold title to any Unit acquired pursuant to this section in the name of the Association or a nominee delegated by the Board for the sole benefit of all Owners. The Board shall have the authority at any time to sell, lease, or sublease the Unit on behalf of the Association on whatever terms the Board deems desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase the Unit unless Owners owning not less than 60 percent in number and in value first authorize the sale for a lesser amount.
- c. The provisions of this section with respect to the Association's option rights shall be and remain in full force and effect until the Project as a whole is sold unless the provisions of this section are sooner rescinded or amended by the Owners.
- d. If any transfer of a Unit is made or attempted without complying with the provisions of this section, the grantee's interest in the Unit shall remain subject to the exercise by the Association of its option after the transfer, and the transfer shall be further subject to each and all of the rights and options of and remedies and actions available to the Association.
- e. Except as otherwise provided in the Master Deed or in these Bylaws, in the event of any transfer of a Unit or any interest in the Unit, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable before the date of transfer.

Section 12. ARBITRATION

12.1 Submission to Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of the Master Deed, Bylaws, or other Condominium Documents and any disputes, claims, or grievances arising among or between Owners or between Owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration; and the parties shall accept the arbitrator's decision and award as final and binding. The Arbitration Rules for the

Real Estate Industry of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations.

12.2 Disputes Involving Developer. A contract to settle by arbitration may also be executed by Developer and any claimant for any claim against Developer that might be the subject of a civil action, provided as follows:

a. **Buyer's Option.** At the exclusive option of a Buyer or an Owner in the Project, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that involves an amount less than \$2,500 and arises out of or relates to a purchase agreement, a Unit, or the Project.

b. **The Association's Option.** At the exclusive option of the Association of Owners, Developer shall execute a contract to settle by arbitration any claim that might be the subject of a civil action against Developer that arises out of or relates to the Common Elements of the Project if the amount of the claim is \$10,000 or less.

12.3 Preservation of Rights. Election by any Owner or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. Except as provided in this section, however, all interested parties shall be entitled to petition the courts to resolve any dispute, claim, or grievance in the absence of an election to arbitrate.

Section 13. OTHER PROVISIONS

13.1 Definitions. All terms used in these Bylaws will have the same meaning assigned by the Master Deed to which the Bylaws are attached or as defined in the Act.

13.2 Severability. If any of the terms, provisions, or covenants of these Bylaws or of any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, modify, or impair any of the other terms, provisions, or covenants of the documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

13.3 Notices. Notices provided for in the Act, Master Deed, or Bylaws shall be in writing and shall be addressed to the Association at its registered office in the State of Michigan and to any Owner at the address in the deed of conveyance or at another address subsequently provided. The Association may designate a different address for notices to it by giving written notice of the change of address to all Owners. Any Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by U.S. mail with postage prepaid or when delivered in person.

13.4 Amendment. These Bylaws may be amended, altered, changed, added to, or repealed only in the manner prescribed by section 9 of the Master Deed.

13.5 Conflicting Provisions. In the event of a conflict between the Act (or other laws of the State of Michigan) and any Condominium Document, the Act (or other laws of the State of Michigan) shall govern. In the event of a conflict between the provisions of any one or more of the Condominium Documents themselves, the following order of priority shall be applied, and the provisions of the document having the highest priority shall govern:

1. the Master Deed, including the Condominium Subdivision Plan but excluding these Bylaws
2. these Condominium Bylaws
3. the Articles of Incorporation of the Association
4. the Association Bylaws
5. the Rules and Regulations of the Association

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

5. REQUEST TO APPROVE FIVE-YEAR EXTENSION WITH TYLER TECHNOLOGIES (NEW WORLD): Department of Information Systems, for New World ERP financial management, human resource management and utility management software, from budgeted funds.

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

Councilmember McIntyre asked if Council could get additional data as to who Tyler Technologies' clients are and what other companies are in this space.

Councilmember Morgan offered an approving motion for the Consent agenda. Councilmember McIntyre asked that this item be put on the Regular agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

5.

Information Systems October 13, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Casey O'Neil, Information Systems Director,

AGENDA ITEM

REQUEST TO APPROVE FIVE-YEAR EXTENSION WITH TYLER TECHNOLOGIES (NEW WORLD): Department of Information Systems, for New World ERP financial management, human resource management and utility management software, from budgeted funds.

BACKGROUND DETAILS

This is a renewal of our software maintenance and support agreement with Tyler Technologies for their New World ERP software. This original agreement dates back to 2005, and the City has long held a strong relationship with New World Software as one of its original clients.

The city heavily relies on this software to manage our financial system, as well as human resource data and water utility management.

Tyler Technologies has agreed to a 5-year extension of our agreement for a first-year cost of \$131,417.34, with additional years not exceeding a 5% increase in cost.

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

We request Council authorize a new 5-year agreement between Tyler Technologies (840 West Long Lake Road, Troy, MI 48098) and the City of Livonia for the initial cost of \$131,417.34, with annual renewals not to exceed a 5% increase.

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

New World ERP Software Renewal

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

December 1st, 2023 to November 30, 2028

DETAILED WORK BEING PERFORMED

N/A

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

\$131,417.34, with annual renewals not to exceed a 5% increase, from funds budgeted in account

101-228-851-020.

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): This software is sole source.

ATTACHMENTS

1. 2023-24 Tyler Invoice
2. TylerTechnologies-Livonia Maintenance Agreement

APPROVED BY



Casey O'Neil, Information Systems Director

Date: October 13, 2023



Michael Slater, Finance Director

Date: October 13, 2023



Maureen Miller Brosnan, Mayor

Date: October 19, 2023

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-439933	11/01/2023	1 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: LIVONIA, MI
33000 CIVIC CENTER DR
LIVONIA, MI 48154-3060

Ship To: LIVONIA, MI
33000 CIVIC CENTER DR
LIVONIA, MI 48154-3060

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
50049 - MAIN - MAIN	197236		USD	NET30	12/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Livonia, City of				
	SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities	1	2,677.42	2,677.42
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - THIRD PARTY RECEIVABLES	1	2,410.56	2,410.56
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - FM Base Suite	1	5,623.00	5,623.00
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - FM Report Writer	1	1,874.31	1,874.31
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - INTEGRATED CREDIT CARD	1	2,351.39	2,351.39
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - Misc. Billing & Receivables	1	2,410.56	2,410.56
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - PC Cash Register Interface	1	7,221.96	7,221.96
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - PURCHASING	1	26,780.36	26,780.36
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - Benefits Admin	1	2,677.42	2,677.42
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - EMPLOYEE RETIREMENT TRACKING	1	3,213.63	3,213.63
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - HR/Payroll Report Writer	1	4,819.85	4,819.85
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - HR Base Suite	1	10,711.37	10,711.37
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - Position Control	1	2,677.42	2,677.42
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - TIME AND ATTENDANCE INTERFACE	1	3,213.63	3,213.63
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE	1	2,410.56	2,410.56
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - UM Report Writer	1	1,874.31	1,874.31
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base)	1	10,711.37	10,711.37
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1	0.00	0.00
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-439933	11/01/2023	2 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: LIVONIA, MI
33000 CIVIC CENTER DR
LIVONIA, MI 48154-3060

Ship To: LIVONIA, MI
33000 CIVIC CENTER DR
LIVONIA, MI 48154-3060

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
50049 - MAIN - MAIN	197236		USD	NET30	12/01/2023

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - FM ANALYTICS	1	4,016.77	4,016.77
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - HR ANALYTICS	1	4,016.77	4,016.77
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - UM ANALYTICS	1	4,016.77	4,016.77
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - SELF SERVICE eBenefits Admin	1	4,016.74	4,016.74
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	1	8,033.49	8,033.49
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	1	4,016.74	4,016.74
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	1	5,624.20	5,624.20
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			
	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets	1	4,016.74	4,016.74
	Maintenance: Start: 01/Dec/2023, End: 30/Nov/2024			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 131,417.34

Sales Tax \$0.00

Invoice Total 131,417.34



Support Amendment

This Support Amendment is made, as of the date set forth below (the "Amendment Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated July 1, 2005, as amended by a subsequent agreement dated April 3, 2006 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Livonia, MI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on December 1, 2023, and remains in effect for five (5) years. The maintenance and support fees for the first year beginning December 1, 2023, shall be \$131,417.34. Tyler agrees not to increase annual maintenance fees by more than five (5) percent per year, over the prior year, for the five (5) annual maintenance renewals. This five percent (5%) limit does not apply to any new Tyler software added during the term of this Agreement. Thereafter the term will renew automatically, at our then current rates, for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD NOVEMBER 1, 2023**

Meeting was called to order at 8:00 p.m. by Council President Jim Jolly. Present: Brandon McCullough, Kathleen McIntyre, Vice President Toy, Scott Bahr, Rob Donovic, Scott Morgan, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Eric Goldstein, Assistant City Attorney; Todd Zilincik, City Engineer; Mark Taormina, Planning and Economic Development Director; Doug Moore, Assistant Director of Public Works; and Ted Davis, Superintendent of Parks and Recreation.

8. REQUEST TO AMEND AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF CANTON AND THE CITY OF LIVONIA: Department of Parks and Recreation, re: for reimbursement of day pass use of the Jack E. Kirksey Recreation Center by Summit on the Park members beginning November 1, 2023, until project is completed.

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

Councilmember Donovic said he supports this kind of mutual aid.

Councilmember McCullough asked how many guests we have had to date and when they expect their pool to open.

Mr. Davis said we started this program in August and have had over 1300 visits. They hope to open by the end of this calendar year.

Councilmember Donovic offered an approving motion for the Consent agenda. Vice President Toy asked that this item be put on the Regular agenda.

DIRECTION:

APPROVING

REGULAR



LETTER TO THE LIVONIA CITY COUNCIL

8.

Parks and Recreation October 18, 2023

MEETING DATE

S110123/R111323

PREPARED BY

Ann Cox, Program Supervisor,

AGENDA ITEM

REQUEST TO AMEND AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF CANTON AND THE CITY OF LIVONIA: Department of Parks and Recreation, re: for reimbursement of day pass use of the Jack E. Kirksey Recreation Center by Summit on the Park members beginning November 1, 2023 until project is completed.

BACKGROUND DETAILS

The Department of Parks and Recreation requests the City Council approve an amended agreement for Summit on the Park members to utilize the Jack E. Kirksey Recreation Center during their ongoing pool renovation.

To date, we have welcomed over 1,600 visits from Summit members. Canton wishes to continue this until their pool renovation is completed, and we are happy to help a neighboring community by providing them with our resident rate due to the popularity of the offering.

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

The amendment would adjust our current agreement to charge Summit on the Park members the resident rate starting November 1, 2023, until their project is completed. Recreation Center staff will keep track of Summit members and bill the approved City Council rates for day passes per person.

ATTACHMENTS

1. 2023 Summit Pool Fully Executed Contract

APPROVED BY

Date: October 18, 2023

Ted Davis, CPRP, Superintendent of Parks and Recreation

Date: October 19, 2023

Michael Slater, Finance Director



Date: October 19, 2023

Paul Bernier, City Attorney



Date: October 19, 2023

Maureen Miller Brosnan, Mayor

AGREEMENT FOR REIMBURSEMENT OF DAY PASSES

This Agreement for Reimbursement of Day Passes ("Agreement") is made this 24th day of July, 2023, by the Charter Township of Canton ("Township"), a Michigan municipal corporation, 1150 South Canton Center Road, Canton, Michigan 48188, and the City of Livonia, a Michigan municipal corporation, 33000 Civic Center Drive, Livonia, MI 48154. The Parties agree to all of the following:

Whereas

- 1) The Township operates a recreation center called Summit on the Park (the "Summit") which provides recreational opportunities for Township resident;
- 2) These opportunities are provided through memberships in the Summit;
- 3) The Summit's aquatics area is due to be retiled, beginning August 1, rendering the Summit's pool(s) unavailable to Summit members until the retiling is completed.
- 4) The City has a recreation center with pool facilities, called the Jack E. Kirksey Recreation Center (the "Rec Center") which is projected to be open during the time projected for the Summit's retiling;
- 5) The City has agreed to provide access to its Rec Center for Summit members, subject to reimbursement by the Township of the daily use rate at the Rec Center for each visit to the Rec Center by a Summit member; and
- 6) Canton has agreed to pay such reimbursement to the City as set forth below.

Section 1. Term and Termination.

- A. This Agreement shall become effective on August 1, 2023 ("Effective Date") and shall end five (5) days after the City receives notice that the Township's Summit on the Park Recreation Center ("the Summit") has re-opened its pool to its members ("End Date") (together, the "Term").
- B. Notwithstanding subsection 1(A), both Parties shall have the right to terminate this Agreement with or without cause at any time by giving the other Party fourteen (14) days written notice.

Section 2. Access to the Rec Center.

- A. The City shall allow members of the Summit ("Summit Members"), upon proof of membership, to enter, use, and enjoy all publicly accessible areas, facilities, and equipment of the Rec Center. The Rec Center shall allow Summit Members such access at all times that the Rec Center is open for day pass access.
- B. The Rec Center shall not charge Summit Members for day pass access. The Rec Center shall track the number of Summit Members using the Rec Center daily.
- C. The Rec Center may require Summit Members to follow all posted rules, guidelines, and policies in order to use the Rec Center. The Rec Center, in its sole discretion, may prohibit access to any Summit Member that does not abide by the Rec Center rules, guidelines, and policies.

Section 3. Reimbursement by Township.

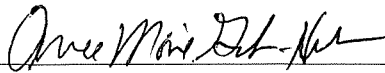
- A. The Township shall reimburse the City for day pass fees incurred by Summit Members.
- B. The day pass fee shall be \$19.00 per day per Summit Member who enters and uses the Rec Center.
- C. The City shall record daily the number of Summit Members who use the Rec Center. The City shall submit to the Township, on a monthly basis, an invoice for the day pass fees incurred by Summit Members.
- D. The Township shall pay the City within thirty (30) days of receipt of an invoice for Summit Members' day pass fees.

Section 4. Miscellaneous Provisions.

- A. If any part of this Agreement is held to be invalid or unenforceable by a court, the remaining provisions shall be enforceable to the maximum extent permitted by law.
- B. This Agreement, in part or in whole, shall not be assignable by either party.
- C. This Agreement may be amended or modified only by a written instrument executed by the Parties hereto.
- D. Any of the terms, covenants, representations, warranties, or conditions herein may be waived only by a written instrument executed by the Parties hereto. Any waiver by any party of any term, covenant, representation, warranty, or condition, or the breach of any term, covenant, representation, warranty, or condition, contained herein shall not be deemed or construed as a continuing waiver of any such condition.
- E. This Agreement contains the entire understanding between the Parties hereto with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings, written or oral, with regards to the subject matter of this Agreement. All schedules hereto and any policies, documents, and instruments delivered pursuant to this Agreement are expressly made a part of this Agreement.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the Parties hereto have entered into, executed, and delivered this Agreement as of the Effective Date.

CHARTER TOWNSHIP OF CANTON

By: 

Its: Supervisor

Date: 6/25/23

CITY OF LIVONIA

By: _____

Its: Mayor

Date: _____

By: _____

Michael Slater, Finance Director

Its: Clerk

Michael Fisher, Assistant City
Attorney

Date: _____

Ted Davis, Superintendent Parks and Recreation



LETTER TO THE LIVONIA CITY COUNCIL

18.

Engineering
October 25, 2023

MEETING DATE

R111323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AUTHORIZE AN ADDITIONAL EXPENDITURE: Engineering Division, re: for the DPW Fencing Replacement Project, from budgeted funds. (CR 274-23)

BACKGROUND DETAILS

In an effort to continue to make the DPW yard at 12973 Farmington Road more secure, and deter or minimize the risk of potential break-ins, we are requesting to extend the fencing an additional 1,050 feet.

With the recent approval of the FY 2024 budget, additional funds have been set aside for the next phase of fencing to be replaced. Since the previous bid is less than 3 months old, we are seeking approval to extend the existing contract to include the next 1,050 feet of fencing instead of advertising for bids again. The previously approved fencing contractor, Motor City Fence, has agreed to honor their unit prices and will be able to obtain the needed materials to install the additional fencing this year after finishing the current years installation.

For a refresher, the Engineering Division prepared specifications and arranged for the taking of bids on August 2, 2023 for the DPW Fencing Replacement project. Motor City Fence was awarded the contract per CR #274-23 approved on September 7, 2023.

Based on the unit prices, we would be able to install an additional 1,050 lineal feet of fence. This will allow us to complete the fencing on the north side of the DPW yard, and allow for the opportunity to begin the fencing replacement along the south property line. The additional work in the amount of \$98,248.50 would increase the original contract amount of \$98,191.40 to a new contract amount of \$196,439.90, which would be less than the amount of \$200,000 budgeted for the first two (2) phases of the project.

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

- Authorize an increase of the contract in the amount of not-to-exceed \$98,248.50, bringing the total contract award to \$196,439.90 to Motor City Fence, 209 South Blvd E., Rochester Hills, Michigan 48307 from budgeted funds from FY 2024. The award should be on the basis of the bid unit prices and said amount to be adjusted based upon the quantities of work actually completed.
- Authorize expenditure from FY 2024 budgeted funds in the amount not-to-exceed \$98,248.50 for the DPW Fencing Replacement Project from Account No. 401-000-974-000 (Land Improvement).

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

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

- Authorize an increase of the contract in the amount of not-to-exceed \$98,248.50, bringing the total contract award to \$196,439.90 to Motor City Fence, 209 South Blvd E., Rochester Hills, Michigan 48307 from budgeted funds from FY 2024. The award should be on the basis of the bid unit prices and said amount to be adjusted based upon the quantities of work actually completed.
- Authorize expenditure from FY 2024 budgeted funds in the amount not-to-exceed \$98,248.50 for the DPW Fencing Replacement Project from Account No. 401-000-974-000 (Land Improvement).
- Authorize the City Engineer to approve minor adjustments to the work as required.

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

n/a

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

\$98,248.50 for a total contact amount of \$196,439.90

DETAILED WORK BEING PERFORMED

Replacement of an additional 1,050 lineal feet of fence, which will complete the fencing replacement on the north side of the DPW yard.

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

\$98,248.50 from Account No. 401-000-974-000 (Land Improvement)

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

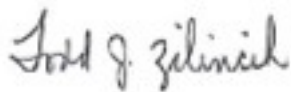
n/a

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Our contractor, Motor City Fence, has agreed to extend their pricing for this next phase of the fencing project and will be able to complete the work this year after they are finished the previously awarded portion.

ATTACHMENTS

1. Change Order for DPW Fence Replacement Project 10-18-23
2. CR# 274-23 S.L

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: October 27, 2023



Don Rohraff, Director of Public Works

Date: October 27, 2023



Michael Slater, Finance Director

Date: October 27, 2023



Paul Bernier, City Attorney

Date: October 27, 2023



Maureen Miller Brosnan, Mayor

Date: October 31, 2023

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

AUTHORIZATION FOR CHANGE IN WORK

Name of Project: Livonia DPW Fence Replacement Project

Change Order No. 2

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

Date: October 18, 2023

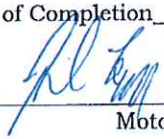
This Change Order, when approved, will constitute authorization for the following changes:

Description of Work and Reason	Unit	Estimated Quantities	Unit Price	Amount Increase	Amount Decrease
Installation of additional 8' tall, black aluminum vertical picket fencing along west property line to extend coverage across neighboring property	l.f.	1,050	\$93.57	\$98,248.50	
TOTALS				\$98,248.50	
Net	INCREASE			\$98,248.50	

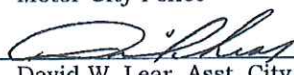
Original Contract Amount: \$ 74,798.90
Change Order #1 Amount: \$ 23,392.50
Change Order #2 Amount: \$ 98,248.50

Adjusted Total Contract Amount: \$196,439.90

Change in Time of Completion N/A to _____

Accepted by: 
Motor City Fence

Date: 10-19-23

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

Date: 10/18/2023

SUSAN M. NASH
CITY CLERK

LORI L. MILLER
DEPUTY CLERK

OFFICE OF THE CITY CLERK



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2230
FAX: (734) 421-1147

September 7, 2023

Motor City Fence
209 South Blvd. E.
Rochester Hills, MI 48307

To whom it may concern:

The Council of the City of Livonia, at a Regular Meeting held September 6, 2023, adopted the following resolution:

#274-23 RESOLVED, that having considered the report and recommendation of the City Engineer, dated August 9, 2023, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, the Council does hereby accept the unit price bid of Motor City Fence, 209 South Blvd. E., Rochester Hills, MI 48307 for performing all work required in connection with the DPW fencing replacement project in an amount not to exceed amount of \$98,191.40, based on the Engineering Division's estimate of units involved, and subject to a final payment based upon the actual units completed in accordance with the unit prices accepted herein, said estimated cost and unit prices having been in fact the second lowest bid received and the lowest fully compliant bid received which meets all specifications; FURTHER, the Council does hereby reject the bid submitted by Complete Fence LLC for the reason that it did not include the required bid bond and was ruled incomplete; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$98,191.40 from funds budgeted in Account No. 401-000-974-000 (Land Improvement) for this purpose; FURTHER, the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized, for and on behalf of the City of Livonia, to execute a contract, approved as to form and substance by the Department of Law, with the aforesaid bidder and to do all other things necessary or incidental to the full performance of this resolution.

Very truly yours,

Susan M. Nash

Susan M. Nash, City Clerk

SMN/ljr
Xc: DPW



LETTER TO THE LIVONIA CITY COUNCIL

19.

Engineering
October 25, 2023

MEETING DATE

R111323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO WAIVE THE FORMAL BIDDING PROCESS AND AUTHORIZE AN ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division, re: for the Robert and Janet Bennett Civic Center Library West Parking Lot Paving Project, from budget funds.

BACKGROUND DETAILS

As part of the DPW's efforts to maintain city-owned parking lots, the Engineering Division is recommending removal and replacement of the small parking lot consisting of approximately 6,500 square feet on the west side of the Civic Center Library. The current parking surface has large holes as you enter / exit and has deteriorated beyond its service life, requiring permanent repair.

The Robert and Janet Civic Center Library was opened to the public in 1988 and recently had the roof replaced along with improvements to the steel structure issues near the main entrance and east entrance to the facility. A new chiller is scheduled to be installed in 2024 along with the atrium replacement. The Engineering Division solicited pricing from Nagle Paving, as we have done in the past for the parking lot projects at the Jack Kirksey Recreation Center, DPW Complex, and City Hall. We were utilizing the 23-A bidding unit items to remove and replace the existing parking area. A quote of \$37,375.00 was provided on October 24, 2023.

In order to take advantage of the unit pricing from Contract 23-A CR #94-23 approved on March 13, 2023 by Nagle Paving Company, Inc, we respectfully request that the City Council approve the following:

- Waive the formal bidding process under Section 3.04.140.E.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding.
- Approve an expenditure in the amount of \$37,375 from budgeted funds in Account No. 401-000-974-000 for the Land Improvements.
- Approve a payment to Nagle Paving Company, Inc., 36780 Amrhein Road, Livonia, Michigan 48150 in the amount of \$37,375.00.
- Approve a payment to OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 in the amount of \$5,000 for testing and inspection for Robert and Janet Civic Center Library West Parking Lot Improvements from budgeted funds in Account No. 101-447-818-005 (Contractual Services - Consultant).

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

- Waive the formal bidding process under Section 3.04.140.E.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from competitive bidding.
- Approve an expenditure in the amount of \$37,375 from budgeted funds in Account No. 401-000-974-000 for the Land Improvements.
- Approve a payment to Nagle Paving Company, Inc., 36780 Amrhein Road, Livonia, Michigan 48150 in the amount of \$37,375.00.
- Approve a payment to OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 in the amount of \$5,000 for testing and inspection for Robert and Janet Civic Center Library West Parking Lot Improvements from budgeted funds in Account No. 101-447-818-005 (Contractual Services - Consultant).

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)

\$37,375 for Nagle Paving Company, Inc.
\$5,000 for OHM Advisors

DETAILED WORK BEING PERFORMED

The removal and replacement of the small parking lot on the west side of the Robert and Janet Bennett Civic Center Library.

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

\$37,375 from Account No. 401-000-974-000 (Land Improvements)
\$5,000 from Account No. 101-447-818-005 (Contractual Services - Consultant)

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

n/a

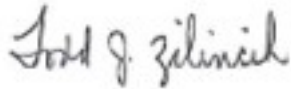
REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Waive the formal bidding process under Section 3.04.140.E.3 of the Livonia Code of Ordinances, as amended, since no advantage to the City would result from

competitive bidding.

ATTACHMENTS

1. Nagle Proposal 10-24-23
2. Aerial Map of Library Parking Lot

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: October 27, 2023



Don Rohraff, Director of Public Works

Date: October 27, 2023



Michael Slater, Finance Director

Date: October 27, 2023



Paul Bernier, City Attorney

Date: October 27, 2023



Maureen Miller Brosnan, Mayor

Date: October 31, 2023

ISO 9002 CERTIFIED

Attn: Dave Lear

www.naglepaving.com

south side 5 Mile/east of Farmington
Livonia



LETTER TO THE LIVONIA CITY COUNCIL

20.

Engineering
October 20, 2023

MEETING DATE

R111323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT:
Engineering Division, re: from Sheldon Center, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for the Sheldon Park Village located at 33111 Plymouth Road, in the Northwest 1/4 of Section 34.

BACKGROUND DETAILS

In conjunction with the renovation of the property located south of Plymouth Road, east 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, Sheldon Center, LLC, c/o Schostak, 33111 Plymouth Road, Livonia, Michigan 48150 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 Sheldon Park Village, located south of Plymouth Road, east of Farmington Road in the N.W. ¼ of Section 34.
- 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:

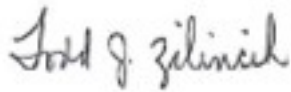
- Accept the Storm Water Management System (SWMS) for the Sheldon Park Village, located south of Plymouth Road, east of Farmington Road in the N.W. ¼ of Section 34.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance

Agreement on behalf of the City.

ATTACHMENTS

1. Signed Sheldon Center Storm Water Agreement
2. M-49361 Sheldon Park Village

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: October 20, 2023



Don Rohraff, Director of Public Works

Date: October 23, 2023



Paul Bernier, City Attorney

Date: October 23, 2023



Maureen Miller Brosnan, Mayor

Date: October 31, 2023

STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the City of Livonia, a municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter "City" and

Sheldon Center, LLC

a Michigan limited liability company, with principal offices located in c/o Schostak, 33111 Plymouth Road, Livonia, Michigan 48150, hereafter "Proprietor".

RECITALS

1. The Proprietor is developing certain property located in the City of Livonia, Wayne County, Michigan, as the Sheldon Park Village ("Development"), as more particularly described in Wayne County Permit No. M-49361, Exhibits "A" and "B", 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 a permit ("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, 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 statute, 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.

WITNESSES:

Sheldon Center, LLC

a Michigan limited liability company

By: _____

Josh Grenadier

Its: _____

Member

STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 12th day of April, 2023, by JOSH GRENAIER, the MEMBER of SHELDON CENTER, LLC.

GAIL MOLLETT
Notary Public, State of Michigan
County of Wayne
My Commission Expires Mar. 16, 2025
Acting in the County of Wayne

Gail Mollett
Notary Public

Wayne County, Michigan
My Commission Expires On: 3-16-25

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

PARCEL 1:

Part of the Northwest 1/4 of Section 34, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at the intersection of the South line of Plymouth Road and the East line of Farmington Road, said point being South 00 degrees 54 minutes 16 seconds West 60.00 feet and South 88 degrees 39 minutes 44 seconds East 60.00 feet from the Northwest corner of said Section 34; thence along the East line of Farmington Road, said line being 60.00 feet East of the parallel to the West line of said Section 34, South 00 degrees 54 minutes 16 seconds West 666.00 feet; thence along the North line of Van Court (60.00 feet wide), South 88 degrees 39 minutes 44 seconds East 590.53 feet; thence North 14 degrees 18 minutes 15 seconds East 269.32 feet; thence North 01 degree 20 minutes 16 seconds East 403.53 feet; thence along the South line of Plymouth Road, said line being 60.00 feet South and parallel to the North line of said Section 34, North 88 degrees 39 minutes 44 seconds West 656.00 feet to the Point of Beginning.

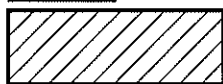
EXCEPTING FROM ABOVE PARCEL 1 THAT PORTION DEEDED TO BILL KNAPP'S MICHIGAN, INC., A MICHIGAN CORPORATION BY DEED RECORDED IN LIBER 24902, PAGE 125, DESCRIBED AS FOLLOWS:

Part of the Northwest 1/4 of Section 34, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Commencing at the Northwest corner of said Section 34; thence South 00 degrees 54 minutes 16 seconds West 60.00 feet along the West line of said Section 34, said line also being the centerline of Farmington Road (120.00 feet wide); thence South 88 degrees 39 minutes 44 seconds East 699.13 feet along the South Right-of-Way line of Plymouth Road (120.00 feet wide) to the Point of Beginning; thence continuing South 88 degrees 39 minutes 44 seconds East 170.00 feet to the West Right-of-Way line of Woodring Avenue (60.00 feet wide); thence South 01 degree 19 minutes 46 seconds West 360.00 feet along said West Right-of-Way line; thence North 88 degrees 39 minutes 44 seconds West 170.00 feet; and thence North 01 degree 19 minutes 46 seconds East 360.00 feet to the Point of Beginning.

PARCEL 2:

The South 1.13 acres of the following described parcel: Part of the Northwest 1/4 of Section 34, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the South line of Plymouth Road, (120.00 feet wide) distant South 00 degrees 54 minutes 16 seconds West along the West Section line, 50.00 feet and South 88 degrees 39 minutes 44 seconds East 716.00 feet from the Northwest corner of said Section 34; thence along said South line, South 88 degrees 39 minutes 44 seconds East 153.13 feet; thence South 01 degree 19 minutes 46 seconds West along the West line of Woodring Avenue (60.00 feet wide), 665.98 feet; thence North 88 degrees 39 minutes 44 seconds West along the North line of Van Court (60.00 feet wide), 213.85 feet; thence North 14 degrees 18 minutes 15 seconds East 269.32 feet; thence North 01 degree 20 minutes 16 seconds East 403.53 feet to the Point of Beginning.

LEGEND



CITY OF LIVONIA
STORM WATER
MAINTENANCE
RESPONSIBILITY

NW CORNER
SECTION 34
T1S, R9E

S00°54'16"W 60.00'
S88°39'44"E 60.00'
P.O.B.

NORTH LINE SECTION 34 PLYMOUTH ROAD

AREA OF WAYNE COUNTY
MAINTENANCE RESPONSIBILITY

COLLECTION SYSTEM
PRE-TREATMENT STR#2
KSI SERIES 2500 HDPE

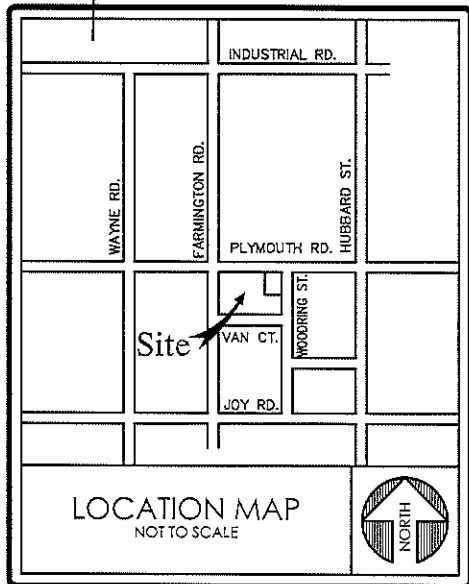
ADS SERIES MC-4500
CHDPE STORAGE CHAMBER

AREA OF WAYNE COUNTY
MAINTENANCE RESPONSIBILITY

24" OUTLET PIPE
STR#1 - 6" DIA.
FLOW RESTRICTOR
WITH OVERFLOW
8" OUTLET PIPE
TAP EX. MANHOLE

30" STORM
(OUTLET)

SCALE: 1" = 150'
0 75' 150' 300'



N



**Fenn
&
Associates, Inc.**
Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020
www.fennsurveying.com

CLIENT: GRENADIER PROPERTIES, LLC

DATE 10/20/23 SCALE 1" = 150'
DRAWN J.SUTTER, P.E. CHECK J.S.R., P.E.
JOB NO. C15-021.20X SHEET 1 OF 1

EXHIBIT 'B'

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to 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, outlet structure, emergency overflow, underground detention system, mechanical forebay, buffer strip, and closed conduits and watercourses that convey flow from the underground detention system to the existing storm outlet pipes.

For purposes of this Plan, this storm water management system and all of its components as shown on Exhibit A is referred to as 60" Ø Underground Detention System.

B. Time Frame for Long-Term Maintenance Responsibility

Grenadier Properties, LLC is responsible for maintaining the 60" Ø underground Detention System, 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 60" Ø Underground Detention System commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Ensuring Maintenance Responsibility

The City of Livonia has assumed responsibility for long-term maintenance of 60" Ø Underground Detention System. The resolution by which the City of Livonia has assumed maintenance responsibility is attached to the Permit as Exhibit C. Sheldon Center, LLC, 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 60" Ø Underground Detention System if Sheldon Center, LLC fails to perform the required maintenance activities.

To ensure that the 60" Ø Underground Detention System 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 and the Property Owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document 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. The following list supplements Table 1 and provides more information about site specific activities:

NOTE:

THE MANUFACTURER SHALL CONTACT WAYNE COUNTY TESTING OFFICE AT (734) 595-6504 EX#2015 AT LEAST 3 WORKING DAYS PRIOR TO FABRICATION OF VORTECH STRUCTURE TO SCHEDULE INSPECTION DURING FABRICATION. VORTECH STRUCTURE MUST BE CONSTRUCTED PER SHOP DRAWINGS APPROVED BY WAYNE COUNTY.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

MAINTENANCE PLAN & SCHEDULE: Shelden Park Village Development						
	SYSTEM COMPONENTS					FREQUENCY
	STORM PRE-TREATMENT SYSTEM	CATCH BASIN SUMPS & PIPES	OUTLET CONTROL STRUCTURES AND PIPES	UNDERGROUND DETENTION SYSTEM	PAVEMENT AREAS	
MONITORING / INSPECTION						
INSPECT FOR SEDIMENTATION ACCUMULATION	X	X	X	X	X	ANNUALLY
INSPECT FOR EROSION AND INTEGRITY OF THE SYSTEM	X	X	X	X	X	ANNUALLY
INSPECTION OF FLOATABLES & DEBRIS	X	X	X	X		ANNUALLY
INSPECT STORM WATER SYSTEM COMPONENTS DURING WET WEATHER & COMPARE TO TO AS-BUILT PLANS	X	X	X	X		ANNUALLY
KEEP ACCESS FOR MAINT. CLEAR/OPEN	X	X	X	X	X	ANNUALLY
PREVENTATIVE MAINTENANCE						
REMOVAL OF SEDIMENTATION ACCUMULATION	X	X	X	X	X	AS-NEEDED *
CLEANING OF FLOATABLES & DEBRIS	X	X	X	X		AS-NEEDED
SWEEPING PAVED SURFACE					X	AS NEEDED
REMEDIAL ACTIONS						
STRUCTURAL MAINTENANCE/REPAIRS	X	X	X	X	X	AS NEEDED
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTIONS	X	X	X	X		AS NEEDED
REPAIR/STABILIZE AREA OF EROSION		X			X	AS NEEDED

* THE MANUFACTURER TREATMENT SYSTEM AND UNDERGROUND DETENTION SYSTEM TO BE CLEANED ACCORDING TO THE MANUFACTURER RECOMMENDATIONS; AT A MINIMUM WHENEVER SEDIMENTS ACCUMULATE TO A DEPTH OF 6-8 INCHES, OR IF SEDIMENT RESUSPENSION IS OBSERVED.

Project Information:

Shelden Park Village Development
33111 Plymouth Road
City of Livonia, MI 48150
SE corner of Farmington Road and Plymouth Road

Property Owner:

Sheldon Center, LLC
C/O Schostak
33111 Plymouth Road
City of Livonia, MI 48150
Phone: 248-559-4880
Email: josh@gcprop.com

Applicant:

Grenadier Properties, LLC
24255 W. 13 Mile Road
Suite 220
Bingham Farms, MI 48025
Phone: 248-559-4880
Email: josh@gcprop.com



Fenn
&
Associates, Inc.

Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315

Phone: 586-254-9577 Fax: 586-254-9020

www.fennsurveying.com

CLIENT: GRENADIER PROPERTIES, LLC

DATE 10/25/16

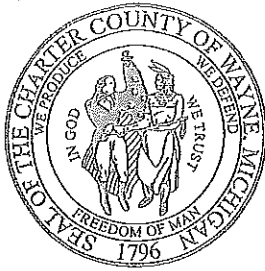
DRAWN J.SUTTER, P.E.

JOB NO. C15-021

SCALE 1" = 150'

CHECK J.S.R., P.E.

SHEET 1 OF 1



Warren C. Evans
Wayne County Executive

February 15, 2017

Mr. Todd Zilincik
City of Livonia
15125 Farmington Road
Livonia, MI 48154-5417

RE: Maintenance of Storm Water Management System
Maintenance Permit Sheldon Park Village

Dear Mr. Zilincik:

Enclosed are the Storm Water Maintenance Permit M-49361 and Exhibits A & B.

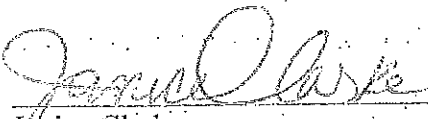
Please sign and date the enclosed maintenance permit and request Council to pass a Resolution as required by the Wayne County Storm Water Ordinance.

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 734.595.6504, extension 2038.

Sincerely,


Janice Clarke
Permit Coordinator

RECEIVED

FEB 21 2017

CITY OF LIVONIA
ENGINEERING DEPARTMENT

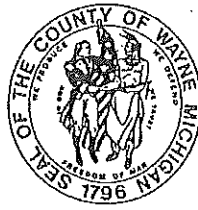
DEPARTMENT OF PUBLIC SERVICES / ENGINEERING DIVISION / PERMIT OFFICE
33809 MICHIGAN AVENUE, WAYNE, MICHIGAN 48184 • (734) 595-6504 • FAX (734) 595-6356



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-49361

ISSUE DATE

2/15/2017

EXPIRES

REVIEW No.

R 16-108

WORK ORDER

PROJECT NAME

MAINTENANCE PERMIT FOR SHELDON PARK VILLAGE

LOCATION

PLYMOUTH ROAD (SEE CRNR OF PLYMOUTH & FARMINGTON RDS)

CITY/TWP

LIVONIA

PERMIT HOLDER

CITY OF LIVONIA
15125 FARMINGTON ROAD
LIVONIA, MI 48154-5417

CONTRACTOR

CONTACT

TODD ZILINCIK

(734) 466-2676

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVIT

(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
SHELDON CENTER, LLC

PLANS APPROVED BY
Najim, W.

REQUIRED ATTACHMENTS

EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM
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

DATE

PREPARED BY

PERMIT HOLDER / AUTHORIZED AGENT

VALIDATED BY Ms. JANICE CLARKE
PERMIT COORDINATOR

DATE

EXHIBIT 'A'

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

PARCEL 1:

Part of the Northwest 1/4 of Section 34, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at the intersection of the South line of Plymouth Road and the East line of Farmington Road, said point being South 00 degrees 54 minutes 16 seconds West 60.00 feet and South 88 degrees 39 minutes 44 seconds East 60.00 feet from the Northwest corner of said Section 34; thence along the East line of Farmington Road, said line being 60.00 feet East of the parallel to the West line of said Section 34, South 00 degrees 54 minutes 16 seconds West 666.00 feet; thence along the North line of Van Court (60.00 feet wide), South 88 degrees 39 minutes 44 seconds East 590.53 feet; thence North 14 degrees 18 minutes 15 seconds East 269.32 feet; thence North 01 degree 20 minutes 16 seconds East 403.53 feet; thence along the South line of Plymouth Road, said line being 60.00 feet South and parallel to the North line of said Section 34, North 88 degrees 39 minutes 44 seconds West 656.00 feet to the Point of Beginning.

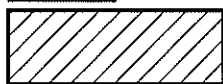
EXCEPTING FROM ABOVE PARCEL 1 THAT PORTION DEEDED TO BILL KNAPP'S MICHIGAN, INC., A MICHIGAN CORPORATION BY DEED RECORDED IN LIBER 24902, PAGE 125, DESCRIBED AS FOLLOWS:

Part of the Northwest 1/4 of Section 34, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Commencing at the Northwest corner of said Section 34; thence South 00 degrees 54 minutes 16 seconds West 60.00 feet along the West line of said Section 34, said line also being the centerline of Farmington Road (120.00 feet wide); thence South 88 degrees 39 minutes 44 seconds East 699.13 feet along the South Right-of-Way line of Plymouth Road (120.00 feet wide) to the Point of Beginning; thence continuing South 88 degrees 39 minutes 44 seconds East 170.00 feet to the West Right-of-Way line of Woodring Avenue (60.00 feet wide); thence South 01 degree 19 minutes 46 seconds West 360.00 feet along said West Right-of-Way line; thence North 88 degrees 39 minutes 44 seconds West 170.00 feet; and thence North 01 degree 19 minutes 46 seconds East 360.00 feet to the Point of Beginning.

PARCEL 2:

The South 1.13 acres of the following described parcel: Part of the Northwest 1/4 of Section 34, Town 1 South, Range 9 East, City of Livonia, Wayne County, Michigan, described as follows: Beginning at a point on the South line of Plymouth Road, (120.00 feet wide) distant South 00 degrees 54 minutes 16 seconds West along the West Section line, 50.00 feet and South 88 degrees 39 minutes 44 seconds East 716.00 feet from the Northwest corner of said Section 34; thence along said South line, South 88 degrees 39 minutes 44 seconds East 153.13 feet; thence South 01 degree 19 minutes 46 seconds West along the West line of Woodring Avenue (60.00 feet wide), 665.98 feet; thence North 88 degrees 39 minutes 44 seconds West along the North line of Van Court (60.00 feet wide), 213.85 feet; thence North 14 degrees 18 minutes 15 seconds East 269.32 feet; thence North 01 degree 20 minutes 16 seconds East 403.53 feet to the Point of Beginning.

LEGEND



CITY OF LIVONIA
STORM WATER
MAINTENANCE
RESPONSIBILITY

NW CORNER
SECTION 34
T1S, R9E

S00°54'16"W 60.00'
S88°39'44"E 60.00'
P.O.B.

NORTH LINE SECTION 34 PLYMOUTH ROAD

AREA OF WAYNE COUNTY
MAINTENANCE RESPONSIBILITY

COLLECTION SYSTEM
PRE-TREATMENT STR#2
KSI SERIES 2500 HDPE

ADS SERIES MC-4500
CHDPE STORAGE CHAMBER

AREA OF WAYNE COUNTY
MAINTENANCE RESPONSIBILITY

24" OUTLET PIPE
STR#1 - 6" DIA.
FLOW RESTRICTOR
WITH OVERFLOW
8" OUTLET PIPE
TAP EX. MANHOLE

6" INSPECTION
PORTS

EXCEPTION

PARCEL 2
1.13 ACRES

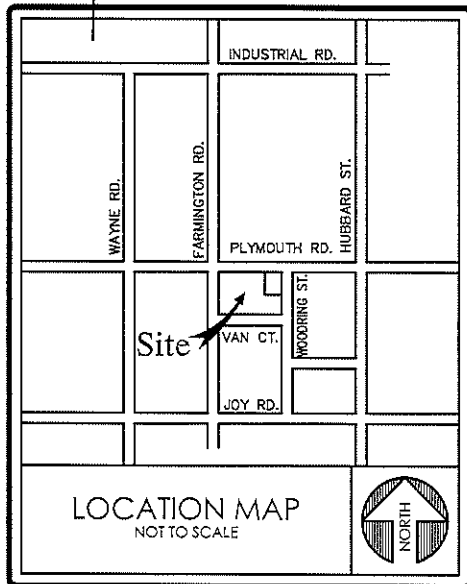
S88°39'44"E 590.53'

VAN COURT

N88°39'44"W 213.85'

30" STORM
(OUTLET)

SCALE: 1" = 150'
0 75' 150' 300'



LOCATION MAP
NOT TO SCALE



Fenn
&
Associates, Inc.
Land Surveying and Civil Engineering

14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020
www.fennsurveying.com

CLIENT: GRENADIER PROPERTIES, LLC

DATE 10/20/23 SCALE 1" = 150'
DRAWN J.SUTTER, P.E. CHECK J.S.R., P.E.
JOB NO. C15-021.20X SHEET 1 OF 1

EXHIBIT 'B'

STORM WATER MANAGEMENT SYSTEM LONG-TERM
MAINTENANCE PLAN

A. Physical Limits of the Storm Water Management System
The storm water management system (SWMS) subject to 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, outlet structure, emergency overflow, underground detention system, mechanical forebay, buffer strip, and closed conduits and watercourses that convey flow from the underground detention system to the existing storm outlet pipes.

For purposes of this Plan, this storm water management system and all of its components as shown on Exhibit A is referred to as 60" Ø Underground Detention System.

B. Time Frame for Long-Term Maintenance Responsibility
Grenadier Properties, LLC is responsible for maintaining the 60" Ø underground Detention System, 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 60" Ø Underground Detention System commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Ensuring Maintenance Responsibility
The City of Livonia has assumed responsibility for long-term maintenance of 60" Ø Underground Detention System. The resolution by which the City of Livonia has assumed maintenance responsibility is attached to the Permit as Exhibit C. Sheldon Center, LLC, 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 60" Ø Underground Detention System if Sheldon Center, LLC fails to perform the required maintenance activities.

To ensure that the 60" Ø Underground Detention System 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 and the Property Owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document 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. The following list supplements Table 1 and provides more information about site specific activities:

NOTE:
THE MANUFACTURER SHALL CONTACT WAYNE COUNTY TESTING OFFICE AT (734) 595-6504 EX#2015 AT LEAST 3 WORKING DAYS PRIOR TO FABRICATION OF VORTECH STRUCTURE TO SCHEDULE INSPECTION DURING FABRICATION. VORTECH STRUCTURE MUST BE CONSTRUCTED PER SHOP DRAWINGS APPROVED BY WAYNE COUNTY.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

MAINTENANCE PLAN & SCHEDULE: Shelden Park Village Development						
	SYSTEM COMPONENTS					FREQUENCY
	STORM PRE-TREATMENT SYSTEM	CATCH BASIN SUMPS & PIPES	OUTLET CONTROL STRUCTURES AND PIPES	UNDERGROUND DETENTION SYSTEM	PAVEMENT AREAS	
MONITORING / INSPECTION						
INSPECT FOR SEDIMENTATION ACCUMULATION	X	X	X	X	X	ANNUALLY
INSPECT FOR EROSION AND INTEGRITY OF THE SYSTEM	X	X	X	X	X	ANNUALLY
INSPECTION OF FLOATABLES & DEBRIS	X	X	X	X		ANNUALLY
INSPECT STORM WATER SYSTEM COMPONENTS DURING WET WEATHER & COMPARE TO TO AS-BUILT PLANS	X	X	X	X		ANNUALLY
KEEP ACCESS FOR MAINT. CLEAR/OPEN	X	X	X	X	X	ANNUALLY
PREVENTATIVE MAINTENANCE						
REMOVAL OF SEDIMENTATION ACCUMULATION	X	X	X	X	X	AS-NEEDED *
CLEANING OF FLOATABLES & DEBRIS	X	X	X	X		AS-NEEDED
SWEEPING PAVED SURFACE					X	AS NEEDED
REMEDIAL ACTIONS						
STRUCTURAL MAINTENANCE/REPAIRS	X	X	X	X	X	AS NEEDED
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTIONS	X	X	X	X		AS NEEDED
REPAIR/STABILIZE AREA OF EROSION		X			X	AS NEEDED

* THE MANUFACTURER TREATMENT SYSTEM AND UNDERGROUND DETENTION SYSTEM TO BE CLEANED ACCORDING TO THE MANUFACTURER RECOMMENDATIONS; AT A MINIMUM WHENEVER SEDIMENTS ACCUMULATE TO A DEPTH OF 6-8 INCHES, OR IF SEDIMENT RESUSPENSION IS OBSERVED.

Project Information:
Shelden Park Village Development
33111 Plymouth Road
City of Livonia, MI 48150
SE corner of Farmington Road and Plymouth Road

 **Fenn & Associates, Inc.**
Land Surveying and Civil Engineering
14933 Commercial Drive, Shelby Township, MI 48315
Phone: 586-254-9577 Fax: 586-254-9020
www.fennsurveying.com

Property Owner:
Sheldon Center, LLC
C/O Schostak
33111 Plymouth Road
City of Livonia, MI 48150
Phone: 248-559-4880
Email: josh@gcprop.com

Applicant:
Grenadier Properties, LLC
24255 W. 13 Mile Road
Suite 220
Bingham Farms, MI 48025
Phone: 248-559-4880
Email: josh@gcprop.com

CLIENT: GRENADIER PROPERTIES, LLC
DATE 10/25/16 SCALE 1" = 150'
DRAWN J.SUTTER, P.E. CHECK J.S.R., P.E.
JOB NO. C15-021 SHEET 1 OF 1



LETTER TO THE LIVONIA CITY COUNCIL

X1.

Council Office
November 7, 2023

MEETING DATE

R111323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

X1. REQUEST FOR DESIGNATION AS A NON-PROFIT ORGANIZATION: Ellen Burns, Co-president, Clarenceville Band Boosters, re: as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

BACKGROUND DETAILS

A request for designation as a non-profit organization from Ellen Burns, Co-president, Clarenceville Band Boosters, as required by the State of Michigan to obtain a Charitable Gaming License to allow a raffle fundraiser in the future.

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

To approve recognition as a non-profit organization.

ATTACHMENTS

1. S120423 Email from Clarenceville Band Booster Non Profit Recog
2. Updated By-Laws 3-2023
3. RE_ Online Form Submittal_ City Council Inquiries [donotsecure]
4. R111323 Clarenceville application letter

APPROVED BY

From: [Daniel MacIver](#)
To: [Kasprowicz, Sara](#)
Cc: ["brose99@aol.com"](#); ["Cruz, Veronica"](#); ["Bill Joyner"](#); ["Margaret Kusisto"](#); ["Douglas Ferguson"](#)
Subject: RE: Online Form Submittal: City Council Inquiries [donotsecure]
Date: Friday, November 10, 2023 9:59:02 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[Updated By-Laws 3-2023.pdf](#)
[FinalLetter_87-2632716_THECLARENCEVILLEBANDPARENTSANDFRIENDSCLUB_0914202....tif](#)

Hi Sara,

Thank you so much for all of your help!

I just spoke with Jim Jolly and he is going to add us to the Monday agenda (11/13/2023). Attached are the Clarenceville Band Booster bylaws and IRS 501c3 approval.

Clarenceville Band Boosters is a non-profit organized for the charitable purpose of providing support for the Middle School and High School band programs. Their mission is to bolster the enthusiasm of the Clarenceville students, the parents and the community in the activities of the band programs in any way possible.

The reason behind the emergency request is that a community supporter has donated a guitar system to the charity in order to raise funds for the specific purpose of purchasing new band uniforms for the marching band program. In order to do so, the program needs to be approved to hold raffles in the State of Michigan. The missing item is the City resolution approval and the donor is requesting the raffle drawing be held in early February (in order to allow time for the new uniforms to be ordered and received by next school year's marching band performances. With the State's approval timeline, a December 4th meeting would make it nearly impossible to have a successful raffle that raises enough funds for the new band uniforms.

Thanks again! Please let us know if there is any other information needed on your side. We really appreciate this being expedited on behalf of the amazing

Clarenceville Marching Band students!

Hi Ellen!

You will need to go before City Council to ask to be recognized as a non-profit organization. From there, you will get an approving resolution to provide to the State with your application.

In order to go before Council, please provide the application and your bylaws and a little bit of detail on who you are and what you are planning to do.

I can get your request on the December 4th Study meeting, which will take place in the City Hall Auditorium at 8p.

If you have any questions, feel free to reach out to me!

Sara Kasprowicz, 734-466-2250



Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov

Dan MacIver, CFP®, AIF®, ATP®

**Investment Advisor Representative
Financial Investment Planners, Ltd.**

15855 Farmington Road

Livonia, MI 48154-2856

Phone (734) 261-4011

Fax (734) 261-4868

maciverd@fipfinancial.com

Securities offered through Sigma Financial Corporation, member FINRA/SIPC

If we have attached a .pdf file to this email and you do not have Adobe Acrobat Reader installed on this computer, you may download the free Acrobat Reader from <http://www.adobe.com/products/acrobat/readstep2.html>.

Under applicable U.S. Treasury Regulations we are required to inform you that any advice contained in this document is not intended or written to be used, and cannot be used, either (i) to avoid penalties imposed under the Internal Revenue Code, or (ii) for promoting, marketing, or recommending to another party any tax-related matter addressed herein.

From: Cruz, Veronica [mailto:vcruz@alphausa.com]

Sent: Friday, November 10, 2023 7:48 AM

To: Bill Joyner <rwilliamjoyner@gmail.com>; Daniel MacIver <maciverd@fipfinancial.com>

Subject: FW: Online Form Submittal: City Council Inquiries

Dan,

Please see below. I'm including you on this email because you will need to be present at the meeting as well. They are stating Dec, maybe Bill can work his magic for us?? 😊

From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Thursday, November 9, 2023 4:19 PM
To: Cruz, Veronica <vcruz@alphausa.com>
Subject: FW: Online Form Submittal: City Council Inquiries

Hi Veronica,

Please see the email I sent below to Ellen this past Tuesday.

City Hall will be closed tomorrow, but I can assist on Monday if you need any further help.

Sara

Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov

From: Kasprowicz, Sara <skasprowicz@livonia.gov>
Sent: Tuesday, November 7, 2023 1:56 PM
To: brose99@aol.com
Subject: RE: Online Form Submittal: City Council Inquiries

Hi Ellen!

You will need to go before City Council to ask to be recognized as a non-profit organization. From there, you will get an approving resolution to provide to the State with your application.

In order to go before Council, please provide the application and your bylaws and a little bit of detail on who you are and what you are planning to do.

I can get your request on the December 4th Study meeting, which will take place in the City Hall Auditorium at 8p.

If you have any questions, feel free to reach out to me!

Sara Kasprowicz, 734-466-2250



Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov



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From: noreply@civicplus.com <noreply@civicplus.com>

Sent: Tuesday, November 7, 2023 1:53 PM

To: CityCouncil <CityCouncil@Livonia.gov>

Subject: Online Form Submittal: City Council Inquiries

City Council Inquiries

This form is for any questions, comments, or concerns you may have for the City in regards to city council meetings or other city council inquiries. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	Ellen
Last Name	Burns
Address	21330 HAMILTON AVE
Email Address	brose99@aol.com
Phone Number	2483304930
Topic	Other City Council Inquiry
Date of Issue	11/7/2023
Attachment (Optional)	<i>Field not completed.</i>
Comments	Hello, I am with the Clarenceville Band Boosters, and we are in pursuit of a raffle license. From what I understand from the state of Michigan, the city in which the school resides must declare us a charitable organization. I'm wondering how we do that with the city. I have a form that needs to be signed, but I'm not sure if that can just be done at the office or if we need to get on the schedule for a city council meeting, does it need a vote? Any help you can provide would be greatly appreciated. Thank you so much for your time. Ellen Burns



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE CLARENCEVILLE BAND PARENTS AND
FRIENDS CLUB
C/O CLARENCEVILLE TROJAN BAND BOOSTERS
20155 MIDDLEBELT ROAD
LIVONIA, MI 48152

Date:
12/03/2021
Employer ID number:
87-2632716
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
September 14, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053659003871

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

BY-LAWS OF THE CLARENCEVILLE BAND PARENTS AND FRIEND CLUB
Amended 3/6/2023

- Article 1 Name of the group:
 The name of this club shall be "The Clarenceville Trojan Band Boosters," hereinafter called the "Boosters" The organization exists as an unincorporated organization of its members under the laws of the State of Michigan, as a non-profit organization.
- Article 2 Objectives:
 A. To bolster the enthusiasm of the Clarenceville students, the parents and the community in the activities of the band programs in any way possible, as long as the projects undertaken do not conflict with the rules established by the Instrumental Music Instructor(s), school administration and/or the Clarenceville Board of Education.
 B. To encourage families to volunteer in band and/or on band committees.
 C. To keep abreast of the school's band program.
 D. To raise funds to provide for the above objectives. All monies raised will be used to directly benefit the band and band students only. Any gift to the Clarenceville Band Boosters with a value of \$500.00 or more shall have a letter submitted to the Clarenceville Board of Education to acknowledge the donation.
- Article 3 Basic Policies:
 A. The Boosters shall be non-profit, non-sectarian, and non -partisan.
 B. The name of the Boosters, or the names of any members in their official capacities, shall not be used in connection with any commercial concern or with any partisan interest.
 C. The Boosters may cooperate with other organizations and agencies concerned with the band welfare, but persons representing the Boosters in such matters make no commitments that bind the Boosters in such matters without prior approval of the membership present at a scheduled meeting of the Boosters.
 D. The Boosters shall cooperate with schools to support the improvement of the bands in ways that will not interfere with the administration of the schools nor seek to control their policies.
 E. In the event of the dissolution of the Boosters, after paying or adequately providing for any debts and obligations, its remaining assets shall be distributed to the Clarenceville School District.
- Article 4 Members:
 A. General membership shall be limited to those persons (19) nineteen years of age or older with a student in the band past or present.
 B. Membership in the Boosters shall be available without regard to gender, sexual orientation, race, color, creed, religious affiliation or national origin.
 C. Any member in good standing shall have the privilege of voting, serving and making motions and serving on committees.
- Article 5 Responsibilities/Duties of General Members
 A. To attend and participate in Booster meetings.
 B. To elect Booster Executive Board Officers in May of each year.
 C. To participate in band activities, committees, events, fundraisers, and programs sponsored by the Boosters.

- D. To provide input and vote on expenditures of funds earned by the Boosters.
- E. To share ideas and concepts relating to Booster sponsored events.
- F. To review and approve changes to the By-Laws every 3 years no later than February. Changes are to be voted on at the next regular monthly Booster meeting after the changes are introduced.

Article 6 Officers Elections and Terms of Office

- A. The elected officers of the Boosters Executive Board of this organization shall consist of:
 - a. President
 - b. Vice President
 - c. Treasurer
 - d. Secretary
 - e. President, Treasurer and Secretary are mandatory positions for 501(c)
- B. Other possible elected officers of the Boosters Executive Board of this organization shall consist of:
 - a. Social Media Liaison
- C. All of the above positions may be shared.
- D. The Instrumental Music Instructor(s) is also an officer of the Booster Executive Board.
- E. All elected officers must have or had a child enrolled in a Clarenceville School District Band when first elected.
- F. Nominations will be accepted for all of the above elected positions prior to the election of the office at the May Booster meeting. No person shall be elected to an office without his or her consent. A person must be present at the May meeting to be nominated for all of the above elected positions
- G. Election of officers shall be conducted by written ballot or voice vote at the May Booster meeting by a majority vote of the members present, at the end of the May meeting.
- H. Officers shall assume their official duties on June 1st and shall serve for a term of one year.
- I. A minimum of 2 officers of the Boosters should be in attendance at all Booster sponsored events, barring emergency situations.
- J. If there is a vacancy in any office, the Booster Executive Board will cooperatively fill the job responsibilities until the next Booster meeting. Members will permanently elect a new officer for the remainder of the term, at the next Booster regular meeting.
- K. Resignation of officers shall be in writing. All officers' club records and property shall be turned over to the Executive Board at the time of their resignation.
- L. Removal from office may occur by a majority vote of the Board for:
 - a. Failure to perform assigned duties.
 - b. Corruption.
 - c. Any other act that brings dishonor to the organization or negates the objectives of the organization.
 - d. Removal shall take place after the Booster Executive Board has met in an effort to discuss the problem and all reasonable attempts have been made to resolve the issue. Removal shall be achieved by a majority vote of the Booster Executive Board or by a joint determination of the Clarenceville High School Principal and the Instrumental Music Instructor(s).
 - e. No board member has the right to change any decision made by the Booster Executive Board. If an Executive Board member intentionally does not follow

through with the decision of the Booster Executive Board, it will result in Removal from the Executive Board.

Article 7 Duties of the Officers

A. The President shall:

- a. Be the presiding officer and shall have the responsibility of the general supervision on the Boosters at its regular meetings, special meetings, and shall be the presiding officer of the Executive Board.
- b. It shall be the responsibility of the president to appoint chairperson to standing committees and/or add committees as deemed necessary by the membership.
- c. Coordinate the work of the officers and committees to promote the objectives of the organization.
- d. Oversee the execution of approved fundraisers.
- e. Vote only to break any ties on motions.

B. The Vice-President shall:

- a. Act as the presiding officer in the case of absence of the President. In case the President cannot complete the term of office, the Vice-President shall assume the Presidency and shall have said office for the unexpired term.
- b. Act as an aid to the President and shall perform the duties of the President in their absence.
- c. Act as a support person to the Treasurer.
- d. Take and distribute meeting minutes when the Secretary is absent.
- e. Oversee the execution of approved fundraisers.
- f. The Vice-President shall be responsible for the organization and maintenance of the High School uniforms.

C. The Secretary shall:

- a. Record the minutes of all meetings with attendance being kept for all meetings.
- b. Keep all records of the club.
- c. Be responsible for preparation and sending of all correspondence of the club.
- d. Notify officers, committees and delegates of their appointments
- e. Be custodian of the By-Laws and its Amendments which shall be readily available at each regular meeting.
- f. Perform such other duties as may be delegated to the office.

D. The Treasurer shall:

- a. Have custody of all the funds of the Boosters
- b. Maintain a full and accurate record of all the receipts and disbursements of the Boosters
- c. All disbursements shall be made, as authorized by the Boosters, on the order of the club signed by two members who are accurately listed on the Booster accounts
- d. Submit a written financial report at each regular meeting
- e. Submit an annual report at the last regular meeting of the fiscal year which shall be referred to the Executive Board.
- f. Fund shall be maintained for the Booster accounts College Scholarship Fund.

- E. The Social Media Liaison shall:
 - a. Coordinate media coverage and press releases of Booster sponsored events.
 - b. Prepare and distribute Booster promotional flyers
 - c. Coordinate with the Secretary to send information to members
 - d. Provide information to individual(s) responsible for maintaining and updating the Booster and Clarenceville School District websites, as it pertains to the Booster news, information and events.
 - e. Keep a file of all Booster and Clarenceville Band publicity.
- F. The Executive board may vote to allocate funds of up to \$200.00 or less without bringing the request to the general membership meeting for approval, not to exceed \$400.00 per fiscal year.
- G. Any requests exceeding \$200.00 must be voted on at a meeting with general membership in attendance to approve
- H. The Booster Executive Board shall review By-Laws over the summer and make changes as needed.
- I. By-laws are to be presented to members at the first meeting of each school year. Amendments/changes are to be voted on at the November meeting.
- J. All officers shall deliver to their successors the official materials by June 1st. All Booster financials and other pertinent records must also be turned over by June 1st.
- K. The incoming and outgoing President and Treasurer must make themselves available to sign and record the transfer of bank accounts. Financial records would include: bank account records, outstanding debt records, history of all transactions, receipts, and tax information. Other pertinent records include: date of contracted events, frequent contacts, previous volunteer participation, sample forms/documents, etc.

Article 8 Audit Committee - An Audit Committee may be appointed as needed. The Audit Committee shall:

- A. Be appointed by the membership at the last Booster meeting of the year.
- B. Consist of at least 3 people.
- C. Be responsible to match every financial request with every receipt, and to match every deposit on the deposit log to the bank statement for two randomly chosen school months every year.
- D. Verify fundraising funds as accurate.
- E. Prepare and deliver a report on their findings at the first Booster meeting of the year.
- F. The Audit Committee Requirements:
 - a. Current members in good standing.
 - b. A parent / guardian of a band member.
 - c. Not related to any Executive Board member.
 - d. May not include the incoming or outgoing treasurer, or their next of kin.
 - e. May not include persons who were on the Audit Committee previous year.

Article 9 Meetings:

- A. Vote at the beginning of the year to decide when the meetings should be held for the band. Based upon the school calendar, dates must be consistent and approved by the E-board.

- B. All said meetings will be held in the Band Room of Clarenceville High School, unless another location is necessary.
- C. If needed, the Executive Board shall meet 1 hour before any regular business meeting.
- D. Special Meetings may be called by the order of the Instrumental Music Instructor(s), the President, or the Executive board.

Article 10 Amendments

- A. The By-Laws may be amended at any regular meeting by the voting membership as long as:
 - a. Amendments to existing By-Laws were presented to the membership for their consideration at the previous months meeting before voting.
 - b. The amendment has been prepared in writing.
 - c. There is an aye vote of the majority of the members present at the voting meeting.

Article 11 Scholarship

- A. Band Boosters can award up to two (2) scholarships per year.
- B. February of each year, the Boosters will decide how many scholarships can be awarded based on available funds in account. If the account has less than \$7,500.00, one (1) scholarship may be awarded. If the account has more than \$7,500.00, two(2) scholarships may be awarded.
- C. Students must have Three (3) years participation in the Clarenceville High School Band for eligibility.
- D. Must be a Clarenceville High School Senior in Band to apply.
- E. Students must have applied to/and been accepted to a post-secondary institution.
- F. Must submit a one (1) page typed essay sharing future plans, your band experience and how it prepared you for post-secondary education, and why you should be awarded a scholarship.
- G. Maintained a positive attitude and showed leadership in the Clarenceville band program.
- H. Submit application to Counseling Office by designated date.
- I. Students' parents **must volunteer** at a minimum of two (2) band events/activities per year for students to qualify.
- J. E-board will allocate funds for scholarships based upon funds in account.

Official Address:
 Trojan Band Boosters
 20155 Middlebelt Road
 Livonia, MI 48152

Kasprowicz, Sara

From: Kasprowicz, Sara
Sent: Tuesday, November 7, 2023 1:56 PM
To: brose99@aol.com
Subject: RE: Online Form Submittal: City Council Inquiries

Hi Ellen!

You will need to go before City Council to ask to be recognized as a non-profit organization. From there, you will get an approving resolution to provide to the State with your application.

In order to go before Council, please provide the application and your bylaws and a little bit of detail on who you are and what you are planning to do.

I can get your request on the December 4th Study meeting, which will take place in the City Hall Auditorium at 8p.

If you have any questions, feel free to reach out to me!

Sara Kasprowicz, 734-466-2250



Sara Kasprowicz
Program Supervisor
City of Livonia | City Council Office
(734) 466-2250
skasprowicz@livonia.gov
www.livonia.gov



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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, November 7, 2023 1:53 PM
To: CityCouncil <CityCouncil@Livonia.gov>
Subject: Online Form Submittal: City Council Inquiries

City Council Inquiries

This form is for any questions, comments, or concerns you may have for the City in regards to city council meetings or other city council inquiries. If you leave contact information, the City will reply within 2 business days. If this is an emergency, please dial 9-1-1.

First Name	Ellen
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Last Name	Burns
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Address	21330 HAMILTON AVE
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Email Address	brose99@aol.com
Phone Number	2483304930
Topic	Other City Council Inquiry
Date of Issue	11/7/2023
Attachment (Optional)	<i>Field not completed.</i>
Comments	Hello, I am with the Clarenceville Band Boosters, and we are in pursuit of a raffle license. From what I understand from the state of Michigan, the city in which the school resides must declare us a charitable organization. I'm wondering how we do that with the city. I have a form that needs to be signed, but I'm not sure if that can just be done at the office or if we need to get on the schedule for a city council meeting, does it need a vote? Any help you can provide would be greatly appreciated. Thank you so much for your time. Ellen Burns Co-president, Clarenceville Band Boosters

Email not displaying correctly? [View it in your browser.](#)