

OFFICE OF THE COUNCIL

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LAURA M. TOY, Vice President
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LIVONIA, MICHIGAN 48154-3097
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OFFICE OF THE COUNCIL

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

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(734) 466-2250**

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

1982nd Regular Meeting Agenda of the Council of the City of Livonia
Wednesday, December 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 December 4, 2023

AUDIENCE COMMUNICATION

REPORTS FROM THE MAYOR AND OTHER CITY OFFICIALS

- a. [Communication from the Department of Finance, dated December 5, 2023, re: forwarding various financial statements of the City of Livonia for the month ending September 30, 2023.](#)

CONSENT AGENDA

1. [REQUEST FOR FOURTH AMENDMENT TO CONSENT JUDGMENT FOR PROPERTY LOCATED ON SEVEN MILE ROAD AND VICTOR PARKWAY: Tim Loughrin, Director of Land Acquisition, Robertson Brothers Homes, re: site plan approval to construct multi-family residences on the site. \(CR 52-03, CR 663-97, CR 111-06, CR 412-13\)](#)
2. [WAIVER USE PETITION: Planning Commission, re: Petition 2023-10-02-13 submitted by Michael Duffield, requesting waiver use approval to operate a ski and snowboard training facility \(Shredder Livonia\) at 32543 Schoolcraft Road, located on the south side of Schoolcraft Road between Hubbard Avenue and Farmington Road in the Northwest ¼ of Section 27.](#)
3. [REQUEST TO APPROVE ANNUAL MAINTENANCE AND WARRANTY CONTRACT FROM SOLE SOURCE PROVIDER: City Clerk, re: Dominion Voting Systems for the annual maintenance and warranty work required on all election equipment for the next four \(4\) years starting November 1, 2023, and ending October 31, 2027, as outlined in the State of Michigan and Wayne County bid for election equipment, from budgeted funds.](#)
4. [AWARD OF CONTRACT AND REQUEST FOR AUTHORIZATION TO WAIVE THE FORMAL BIDDING PROCESS AND PURCHASE MOTOROLA SOLUTIONS COMMUNICATION EQUIPMENT AND SERVICES THROUGH THE MiDEAL, STATE OF MICHIGAN CONTRACT BID PRICING: Livonia Police Department, re: replace outdated portable and mobile radio communication hardware and services, from budgeted funds.](#)
5. [REQUEST TO APPROVE THE LIVONIA COMMAND OFFICERS ASSOCIATION COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD OF DECEMBER 1, 2023, THROUGH NOVEMBER 30, 2026, Civil Service Department, re: same.](#)
6. [REQUEST FOR AUTHORIZATION TO SELL CITY-OWNED SCATTERED SITE HOUSING PROPERTY ACQUIRED FROM THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) PROGRAM: Livonia Housing Commission, re: for the home located at 20120 Deering, 48152 to Lateefa Scott for a sale price of \\$168,000.00.](#)

7. REQUEST FOR APPROVAL TO AMEND THE 2016-2021 CONSOLIDATION PLAN AND 2019- 2020 ANNUAL ACTION PLAN: Livonia Housing Commission, re: to allocate CARES Act Funding to the Community Development Block Grant (CDBG) to include activities that prevent, prepare for, and respond to the spread of infectious diseases such as the coronavirus disease 2019.
8. AWARD OF CONTRACT AND REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE LIEBERT EXM DATACENTER UPS THROUGH THE MI DEAL STATE BID PROCESS: Information Systems Department, re: for the electrical services, installation, and electrical protection of the City's computer systems, from budgeted funds.
9. AWARD OF BID: Department of Public Works re: for the 2024/2025 Right-Of-Way Tree & Stump Removal program, from budgeted funds.
10. REQUEST FOR AUTHORIZATION TO PURCHASE TWO REPLACEMENT PRESSURE REDUCING VALVES (PRV): Department of Public Works, re: for PRV-2 (Middlebelt) and PRV-3 (Merriman), from budgeted funds.
11. REQUEST TO APPROVE PROPOSED 2024 SIDEWALK REPAIR PROGRAM: Engineering Division, re: to include approximately 355 scattered locations throughout the City, as well as 176 locations from the Sections 7 through 12 target areas that were identified as having 2" or greater vertical separations (CR 784-82).
12. REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2022 SIDEWALK PROGRAM (LOCATIONS COMPLETED IN 2023), Contract 22-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same (118-22)
13. REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2023 SIDEWALK PROGRAM, Contract 23-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same. (CR 71-23).
14. REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Livonia Center, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located at 30090 & 30010 Plymouth Road in the Southeast 1/4 of Section 26.
15. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Inkster Road from Schoolcraft Road to Five Mile Road with the proposed City's participation to be estimated at 4.5375%, in the amount of \$108,174. Wayne County Work Order No. 47159.
16. REQUEST TO AMEND THE CONTRACT WITH OHM ADVISORS (OHM) FOR DESIGN ENGINEERING SERVICES FOR THE 2024 TRAFFIC SIGNAL MODERNIZATION PROJECTS AT THE INTERSECTIONS OF LYNDON AVENUE AND NEWBURGH ROAD AND AT LEVAN ROAD AND FIVE MILE ROAD: Engineering Division, re: same (CR 336-21)

17. REQUEST TO APPROVE LICENSE AGREEMENT FOR A PORTION OF CITY OF LIVONIA GLENDALE PROPERTY: Department of Law, re: with Consumers Energy for annual rent of \$39,000 for a one-year term beginning in December 2023, with ability to extend the agreement up to 3 additional one-month periods.
18. APPOINTMENT OF LYNDA L. SCHEEL TO THE ZONING BOARD OF APPEALS: Councilmember Scott Bahr, re: effective immediately in order to fill the unexpired term, which expires July 12, 2026.
19. APPOINTMENT OF MARC ROTONDO TO THE ZONING BOARD OF APPEALS: Councilmember Scott Morgan, re: effective immediately in order to fill the unexpired term, which expires July 12, 2024.

UNFINISHED BUSINESS

20. DETERMINATION OF THE LOCAL OFFICERS COMPENSATION COMMISSION: Office of the City Clerk, re: the salaries of elected officials for the calendar years 2024 and 2025, in accordance with Section 2.48.030 of Chapter 2.48 of the Livonia Code of Ordinances, as amended.

NEW BUSINESS

21. REQUEST TO AMEND COUNCIL RESOLUTION 362-23: Ellen Burns, Co-president, Clarenceville Band Boosters, re: to amend the resolution to reflect the correct organization name of Clarenceville Band Parents and Friends Club.
22. REQUEST TO APPROVE AN ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division, re: for the 2023 Concrete Maintenance/Selective Slab Program (Contract 23-J), in the not-to-exceed amount of \$163,566 and the new total not-to-exceed amount of \$1,765,369.67. (CR 96-23 and CR 97-23)
23. REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE FOR GREAT LAKES CONTRACTING SOLUTIONS, LLC: Engineering Division, re: 2023 Sidewalk and Pavement Replacement Program - Water Main Breaks, Contract 23-F (CR 106-23)

AUDIENCE COMMUNICATION

NOTICE(S)

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

SUSAN M. NASH, CITY CLERK



LETTER TO THE LIVONIA CITY COUNCIL

Finance
December 5, 2023

MEETING DATE

January 17, 2024
Regular Meeting

PREPARED BY

DeAnne Bates, Program Supervisor,

AGENDA ITEM

a. Communication from the Department of Finance, dated December 5, 2023, re: forwarding various financial statements of the City of Livonia for the month ending September 30, 2023.

BACKGROUND DETAILS

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

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

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

ATTACHMENTS

1. BUDGET TO ACTUAL - COUNCIL SUMMARY - SEPTEMBER 2023

APPROVED BY

Michael Slater, Finance Director

Date: December 05, 2023

Maureen Miller Brosnan, Mayor

Date: December 8, 2023



BUDGET TO ACTUAL - COUNCIL SUMMARY -

09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	67,118,544.00	147,860.00	67,266,404.00	1,254,578.07	.00	60,915,931.85	6,350,472.15	91	65,579,168.95
REVENUE TOTALS	\$67,118,544.00	\$147,860.00	\$67,266,404.00	\$1,254,578.07	\$0.00	\$60,915,931.85	\$6,350,472.15	91%	\$65,579,168.95
EXPENSE									
Department 101 - CITY COUNCIL	312,021.00	.00	312,021.00	29,819.03	.00	217,417.74	94,603.26	70	244,087.72
Department 173 - MAYOR'S OFFICE	515,464.00	.00	515,464.00	53,866.19	.00	425,072.66	90,391.34	82	414,664.41
Department 174 - COMMUNICATIONS	400,731.00	.00	400,731.00	30,735.67	.00	256,025.71	144,705.29	64	269,378.11
Department 175 - GOVERNMENT AFFAIRS	184,371.00	.00	184,371.00	121.25	.00	14,745.64	169,625.36	8	124,536.89
Department 191 - ACCOUNTING	227,442.00	.00	227,442.00	49,560.46	.00	193,965.03	33,476.97	85	174,229.82
Department 192 - FINANCE DEPARTMENT	428,000.00	.00	428,000.00	42,761.54	211.54	354,100.81	73,687.65	83	347,778.38
Department 215 - CITY CLERK	631,484.00	.00	631,484.00	52,084.08	.00	451,599.19	179,884.81	72	473,013.97
Department 223 - INDEPENDENT AUDIT	42,859.00	.00	42,859.00	(1,270.00)	.00	54,361.54	(11,502.54)	127	48,990.67
Department 228 - INFORMATION SYSTEMS	1,362,324.00	.00	1,362,324.00	92,944.44	48,277.00	1,033,526.35	280,520.65	79	895,222.52
Department 236 - ETHICS BOARD	400.00	.00	400.00	.00	.00	97.00	303.00	24	224.40
Department 247 - BOARD OF REVIEW	3,545.00	.00	3,545.00	344.48	.00	3,100.32	444.68	87	2,411.36
Department 253 - TREASURER	604,347.00	.00	604,347.00	64,378.14	3,562.00	472,995.63	127,789.37	79	440,450.79
Department 257 - ASSESSING	652,605.00	.00	652,605.00	67,039.99	.00	522,835.77	129,769.23	80	502,646.73
Department 261 - UTILITIES AND SUPPLIES	551,593.00	.00	551,593.00	16,351.81	.00	282,806.54	268,786.46	51	342,430.16
Department 262 - ELECTION COMMISSION	376,094.00	.00	376,094.00	29,647.19	.00	195,137.60	180,956.40	52	219,693.64
Department 263 - INSURANCE-GENERAL	140,761.00	.00	140,761.00	(3,130.51)	.00	81,972.04	58,788.96	58	139,173.36
Department 264 - INSURANCE-WORKERS COMP	435,460.00	.00	435,460.00	(7,677.25)	.00	487,503.01	(52,043.01)	112	607,575.76
Department 265 - NON DEPARTMENTAL	4,000.00	.00	4,000.00	.00	.00	2,500.00	1,500.00	62	357,517.21
Department 266 - LAW DEPARTMENT	860,645.00	.00	860,645.00	91,392.47	.00	709,047.15	151,597.85	82	710,905.39
Department 267 - EMPLOYEE BENEFITS CONTROL	42,000.00	.00	42,000.00	611,364.85	.00	(60,504.26)	102,504.26	-144	173,189.82
Department 268 - NON-DEPT CAPITAL PROJECTS	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
Department 269 - CIVIL SERVICE	833,562.00	.00	833,562.00	87,588.29	.00	602,838.24	230,723.76	72	588,113.28
Department 270 - TERMINATION PAY	1,300,000.00	.00	1,300,000.00	75,390.20	.00	959,698.92	340,301.08	74	1,051,401.51
Department 271 - LABOR RELATIONS	96,500.00	.00	96,500.00	14,260.00	.00	35,656.00	60,844.00	37	24,443.00
Department 272 - DUES AND SUBSCRIPTIONS	58,000.00	.00	58,000.00	5,269.00	.00	43,539.00	14,461.00	75	40,005.60
Department 286 - 16TH DISTRICT COURT	3,104,346.00	.00	3,104,346.00	282,499.65	7,609.94	2,350,542.74	746,193.32	76	2,288,586.98
Department 302 - TRAFFIC BUREAU	1,118,415.00	8,919.00	1,127,334.00	105,647.93	857.55	886,785.58	239,690.87	79	738,856.03
Department 304 - POLICE ADMINISTRATION	3,443,056.00	(21,987.00)	3,421,069.00	242,246.00	42,797.79	2,137,832.80	1,240,438.41	64	2,160,767.71
Department 306 - POLICE DATA PROCESSING	1,088,388.00	.00	1,088,388.00	125,273.39	2,772.82	822,480.26	263,134.92	76	674,535.81
Department 307 - DETECTIVE BUREAU	3,575,834.00	5,068.00	3,580,902.00	335,042.98	.00	2,537,770.29	1,043,131.71	71	2,726,263.29
Department 309 - AUTOMOTIVE SERVICE	586,150.00	.00	586,150.00	60,105.79	.00	486,084.86	100,065.14	83	485,287.22
Department 310 - POLICE COMMUNICATIONS	1,014,163.00	.00	1,014,163.00	101,607.89	.00	711,038.04	303,124.96	70	690,148.11
Department 313 - CROSSING GUARDS	118,089.00	.00	118,089.00	8,293.35	.00	54,352.55	63,736.45	46	41,444.32
Department 316 - SCHOOL LIAISON	547,427.00	18,080.00	565,507.00	60,689.68	.00	446,052.15	119,454.85	79	345,439.57
Department 318 - OFFICE OF EMERG PREP	175,493.00	.00	175,493.00	10,840.84	.00	134,832.65	40,660.35	77	134,184.96
Department 319 - RESERVE POL/SPECIAL EVENT	418,687.00	.00	418,687.00	44,552.45	.00	352,112.35	66,574.65	84	330,561.36



BUDGET TO ACTUAL - COUNCIL SUMMARY -

09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 101 - GENERAL FUND									
EXPENSE									
Department 325 - POLICE PATROL BUREAU	13,867,507.00	(18,080.00)	13,849,427.00	1,258,718.30	127,954.82	9,613,143.85	4,108,328.33	70	9,933,480.76
Department 329 - INTELLIGENCE BUREAU	2,470,179.00	8,000.00	2,478,179.00	212,715.98	.00	1,750,623.68	727,555.32	71	1,513,521.24
Department 336 - FIRE ADMINISTRATION	1,305,323.00	789.00	1,306,112.00	146,571.93	31,122.10	1,132,348.60	142,641.30	89	1,061,574.64
Department 338 - FIRE FIGHTING	14,679,677.00	(6,200.00)	14,673,477.00	1,472,726.81	414,109.11	10,830,615.54	3,428,752.35	77	10,588,620.72
Department 341 - FIRE PREVENTION	884,992.00	5,411.00	890,403.00	89,797.46	.00	690,307.30	200,095.70	78	675,522.97
Department 371 - INSPECTION	1,832,980.00	.00	1,832,980.00	165,824.62	.00	1,228,635.46	604,344.54	67	1,263,982.52
Department 381 - BLDG CODE BD OF APPEALS	1,861.00	.00	1,861.00	.00	.00	20.00	1,841.00	1	.00
Department 435 - TRAFFIC COMMISSION	2,353.00	.00	2,353.00	172.25	.00	1,534.01	818.99	65	1,544.81
Department 441 - PUBLIC SERV ADMIN	21,971.00	15,000.00	36,971.00	17,031.64	.00	(44,297.84)	81,268.84	-120	(79,470.74)
Department 443 - PUBLIC SERV-EQUIP MAINT	128,377.00	.00	128,377.00	33,165.61	2,358.99	(185,826.57)	311,844.58	-143	(57,244.00)
Department 447 - ENGINEERING	795.00	.00	795.00	24,702.72	.00	(64,591.02)	65,386.02	-8125	(125,027.38)
Department 448 - STREET LIGHTING	242,321.00	.00	242,321.00	24,469.45	.00	238,020.02	4,300.98	98	165,932.43
Department 463 - MAINTENANCE-STREET	271,255.00	(15,500.00)	255,755.00	(21,728.79)	17,107.80	160,268.18	78,379.02	69	150,243.39
Department 523 - PUBLIC SERV-BLDG MAINT	1,817,657.00	(4,000.00)	1,813,657.00	138,096.29	15,323.01	1,199,649.43	598,684.56	67	1,231,682.98
Department 524 - PARKS	1,407,503.00	4,500.00	1,412,003.00	185,938.86	30,367.45	1,205,494.05	176,141.50	88	875,782.32
Department 701 - PLANNING	695,738.00	.00	695,738.00	67,799.53	1,953.73	500,471.70	193,312.57	72	498,273.14
Department 702 - ZONING BOARD OF APPEALS	58,973.00	.00	58,973.00	242.00	.00	9,332.01	49,640.99	16	34,344.04
Department 752 - RECREATION ADMINISTRATION	138,003.00	.00	138,003.00	26,365.15	.00	101,066.93	36,936.07	73	109,880.28
Department 758 - RECREATION FACILITIES	292,056.00	(19,037.00)	273,019.00	8,542.58	106,100.00	49,445.17	117,473.83	57	347,779.25
Department 759 - RECREATION ATHLETICS	112,294.00	19,037.00	131,331.00	13,756.01	.00	132,129.74	(798.74)	101	88,211.45
Department 820 - PARKS & REC - SENIOR SERVICES	610,732.00	.00	610,732.00	56,162.04	.00	494,691.35	116,040.65	81	482,687.46
Department 821 - P&R - GREENMEAD AND CULTURAL	1,015,269.00	147,860.00	1,163,129.00	102,815.30	173,066.00	796,605.63	193,457.37	83	720,396.03
EXPENSE TOTALS	\$67,117,072.00	\$147,860.00	\$67,264,932.00	\$6,803,527.01	\$1,025,551.65	\$48,099,609.12	\$18,139,771.23	73%	\$48,289,878.17
Fund 101 - GENERAL FUND Totals									
REVENUE TOTALS	67,118,544.00	147,860.00	67,266,404.00	1,254,578.07	.00	60,915,931.85	6,350,472.15	91%	65,579,168.95
EXPENSE TOTALS	67,117,072.00	147,860.00	67,264,932.00	6,803,527.01	1,025,551.65	48,099,609.12	18,139,771.23	73%	48,289,878.17
Fund 101 - GENERAL FUND Totals	\$1,472.00	\$0.00	\$1,472.00	(\$5,548,948.94)	(\$1,025,551.65)	\$12,816,322.73	(\$11,789,299.08)		\$17,289,290.78



BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 202 - MAJOR STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	9,094,315.00	.00	9,094,315.00	924,716.84	.00	6,439,400.16	2,654,914.84	71	5,987,229.83
REVENUE TOTALS	\$9,094,315.00	\$0.00	\$9,094,315.00	\$924,716.84	\$0.00	\$6,439,400.16	\$2,654,914.84	71%	\$5,987,229.83
EXPENSE									
Department 448 - STREET LIGHTING	610,359.00	.00	610,359.00	39,667.00	.00	531,029.00	79,330.00	87	526,581.70
Department 451 - CONST-STREET AND BRIDGES	60,000.00	4,290.00	64,290.00	.00	.00	.00	64,290.00	0	.00
Department 463 - MAINTENANCE-STREET	944,892.00	493,114.00	1,438,006.00	126,479.74	.00	781,274.90	656,731.10	54	524,115.56
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 478 - MAINT-FREEWAY LIGHTING	25,000.00	.00	25,000.00	1,499.47	.00	14,874.10	10,125.90	59	13,212.78
Department 479 - SNOW AND ICE REMOVAL	921,234.00	396,497.00	1,317,731.00	26,769.00	.00	267,690.00	1,050,041.00	20	269,991.70
Department 483 - ADMIN, ENGIN RECORD KEEPI	147,228.00	.00	147,228.00	12,267.00	.00	122,670.00	24,558.00	83	123,970.00
Department 484 - FUND TRANSFERS	6,700,000.00	.00	6,700,000.00	558,333.33	.00	5,583,333.30	1,116,666.70	83	6,375,000.00
EXPENSE TOTALS	\$9,408,713.00	\$893,901.00	\$10,302,614.00	\$765,015.54	\$0.00	\$7,300,871.30	\$3,001,742.70	71%	\$7,832,871.74
Fund 202 - MAJOR STREET FUND Totals									
REVENUE TOTALS	9,094,315.00	.00	9,094,315.00	924,716.84	.00	6,439,400.16	2,654,914.84	71%	5,987,229.83
EXPENSE TOTALS	9,408,713.00	893,901.00	10,302,614.00	765,015.54	.00	7,300,871.30	3,001,742.70	71%	7,832,871.74
Fund 202 - MAJOR STREET FUND Totals	(\$314,398.00)	(\$893,901.00)	(\$1,208,299.00)	\$159,701.30	\$0.00	(\$861,471.14)	(\$346,827.86)		(\$1,845,641.91)



BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 203 - LOCAL STREET FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	10,155,239.00	.00	10,155,239.00	909,878.03	.00	8,032,865.09	2,122,373.91	79	8,646,181.01
REVENUE TOTALS	\$10,155,239.00	\$0.00	\$10,155,239.00	\$909,878.03	\$0.00	\$8,032,865.09	\$2,122,373.91	79%	\$8,646,181.01
EXPENSE									
Department 448 - STREET LIGHTING	130,000.00	.00	130,000.00	10,833.00	.00	108,330.00	21,670.00	83	104,166.70
Department 451 - CONST-STREET AND BRIDGES	125,000.00	.00	125,000.00	.00	.00	.00	125,000.00	0	.00
Department 463 - MAINTENANCE-STREET	1,765,706.00	.00	1,765,706.00	131,515.00	.00	1,502,480.21	263,225.79	85	1,455,961.29
Department 475 - MAINTENANCE-TRAFFIC SERV	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 479 - SNOW AND ICE REMOVAL	449,168.00	.00	449,168.00	37,430.00	.00	374,300.00	74,868.00	83	349,339.20
Department 483 - ADMIN, ENGIN RECORD KEEPI	709,656.00	.00	709,656.00	59,136.00	.00	591,360.00	118,296.00	83	566,460.00
Department 484 - FUND TRANSFERS	7,150,000.00	.00	7,150,000.00	595,833.00	.00	5,958,330.00	1,191,670.00	83	6,625,000.00
EXPENSE TOTALS	\$10,329,530.00	\$0.00	\$10,329,530.00	\$834,747.00	\$0.00	\$8,534,800.21	\$1,794,729.79	83%	\$9,100,927.19
Fund 203 - LOCAL STREET FUND Totals									
REVENUE TOTALS	10,155,239.00	.00	10,155,239.00	909,878.03	.00	8,032,865.09	2,122,373.91	79%	8,646,181.01
EXPENSE TOTALS	10,329,530.00	.00	10,329,530.00	834,747.00	.00	8,534,800.21	1,794,729.79	83%	9,100,927.19
Fund 203 - LOCAL STREET FUND Totals	(\$174,291.00)	\$0.00	(\$174,291.00)	\$75,131.03	\$0.00	(\$501,935.12)	\$327,644.12		(\$454,746.18)



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Fund 204 - ROAD - SIDEWALK & TREE									
REVENUE									
Department 000 - ACCOUNT BALANCES	11,810,117.00	319,000.00	12,129,117.00	615,399.59	.00	11,201,298.38	927,818.62	92	11,033,240.76
REVENUE TOTALS	\$11,810,117.00	\$319,000.00	\$12,129,117.00	\$615,399.59	\$0.00	\$11,201,298.38	\$927,818.62	92%	\$11,033,240.76
EXPENSE									
Department 441 - PUBLIC SERV ADMIN	30,968.00	.00	30,968.00	2,580.00	.00	25,800.00	5,168.00	83	42,460.00
Department 447 - ENGINEERING	2,286,944.00	319,866.00	2,606,810.00	166,026.55	.00	1,564,068.96	1,042,741.04	60	1,370,124.60
Department 463 - MAINTENANCE-STREET	10,320,000.00	1,957,453.00	12,277,453.00	95,542.59	.00	7,998,478.26	4,278,974.74	65	8,301,369.26
Department 530 - FORESTRY	125,000.00	319,000.00	444,000.00	56,220.89	96,048.00	186,422.25	161,529.75	64	95,654.00
EXPENSE TOTALS	\$12,762,912.00	\$2,596,319.00	\$15,359,231.00	\$320,370.03	\$96,048.00	\$9,774,769.47	\$5,488,413.53	64%	\$9,809,607.86
Fund 204 - ROAD - SIDEWALK & TREE Totals									
REVENUE TOTALS	11,810,117.00	319,000.00	12,129,117.00	615,399.59	.00	11,201,298.38	927,818.62	92%	11,033,240.76
EXPENSE TOTALS	12,762,912.00	2,596,319.00	15,359,231.00	320,370.03	96,048.00	9,774,769.47	5,488,413.53	64%	9,809,607.86
Fund 204 - ROAD - SIDEWALK & TREE Totals	(\$952,795.00)	(\$2,277,319.00)	(\$3,230,114.00)	\$295,029.56	(\$96,048.00)	\$1,426,528.91	(\$4,560,594.91)		\$1,223,632.90



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Fund 208 - COMMUNITY RECREATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	8,273,773.00	343,803.00	8,617,576.00	305,828.24	.00	7,919,227.66	698,348.34	92	7,362,032.33
REVENUE TOTALS	\$8,273,773.00	\$343,803.00	\$8,617,576.00	\$305,828.24	\$0.00	\$7,919,227.66	\$698,348.34	92%	\$7,362,032.33
EXPENSE									
Department 755 - RECREATION CENTER	7,464,634.00	70,724.00	7,535,358.00	556,713.70	93,783.40	5,782,293.26	1,659,281.34	78	5,720,884.98
Department 756 - OTHER RECREATION	22,100.00	411,913.00	434,013.00	1,302.29	92,089.62	80,633.25	261,290.13	40	176,696.19
Department 757 - ICE RINK	389,636.00	.00	389,636.00	.00	.00	358,307.88	31,328.12	92	352,853.30
Department 776 - SPECIAL EVENTS	159,342.00	4,020.00	163,362.00	7,435.88	.00	126,223.04	37,138.96	77	115,484.41
Department 795 - SWIMMING POOL - BOTSFORD	278,189.00	5,000.00	283,189.00	7,040.54	110,934.00	83,288.73	88,966.27	69	188,334.50
Department 796 - SWIMMING POOL - CLEMENT C	169,164.00	7,000.00	176,164.00	25,515.57	16,939.13	115,411.85	43,813.02	75	140,385.66
Department 797 - SWIMMING POOL - SHELDON	104,227.00	5,000.00	109,227.00	4,003.17	5,371.87	27,041.27	76,813.86	30	63,607.12
EXPENSE TOTALS	\$8,587,292.00	\$503,657.00	\$9,090,949.00	\$602,011.15	\$319,118.02	\$6,573,199.28	\$2,198,631.70	76%	\$6,758,246.16
Fund 208 - COMMUNITY RECREATION Totals									
REVENUE TOTALS	8,273,773.00	343,803.00	8,617,576.00	305,828.24	.00	7,919,227.66	698,348.34	92%	7,362,032.33
EXPENSE TOTALS	8,587,292.00	503,657.00	9,090,949.00	602,011.15	319,118.02	6,573,199.28	2,198,631.70	76%	6,758,246.16
Fund 208 - COMMUNITY RECREATION Totals	(\$313,519.00)	(\$159,854.00)	(\$473,373.00)	(\$296,182.91)	(\$319,118.02)	\$1,346,028.38	(\$1,500,283.36)		\$603,786.17



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Fund 211 - DESIGNATED PURPOSE									
REVENUE									
Department 000 - ACCOUNT BALANCES	120,000.00	.00	120,000.00	12,167.50	.00	97,846.20	22,153.80	82	68,275.47
REVENUE TOTALS	\$120,000.00	\$0.00	\$120,000.00	\$12,167.50	\$0.00	\$97,846.20	\$22,153.80	82%	\$68,275.47
EXPENSE									
Department 000 - ACCOUNT BALANCES	191,140.00	.00	191,140.00	8,440.88	.00	96,714.74	94,425.26	51	60,421.06
EXPENSE TOTALS	\$191,140.00	\$0.00	\$191,140.00	\$8,440.88	\$0.00	\$96,714.74	\$94,425.26	51%	\$60,421.06
Fund 211 - DESIGNATED PURPOSE Totals									
REVENUE TOTALS	120,000.00	.00	120,000.00	12,167.50	.00	97,846.20	22,153.80	82%	68,275.47
EXPENSE TOTALS	191,140.00	.00	191,140.00	8,440.88	.00	96,714.74	94,425.26	51%	60,421.06
Fund 211 - DESIGNATED PURPOSE Totals	(\$71,140.00)	\$0.00	(\$71,140.00)	\$3,726.62	\$0.00	\$1,131.46	(\$72,271.46)		\$7,854.41



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Fund 219 - SP ASSESS-LIGHTING									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,000.00	.00	2,000.00	3,727.50	.00	29,722.03	(27,722.03)	1486	(1,168.03)
Department 457 - STREETLIGHTING	1,130,906.00	.00	1,130,906.00	.00	.00	1,154,117.51	(23,211.51)	102	1,175,282.36
REVENUE TOTALS	\$1,132,906.00	\$0.00	\$1,132,906.00	\$3,727.50	\$0.00	\$1,183,839.54	(\$50,933.54)	104%	\$1,174,114.33
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	.00
Department 457 - STREETLIGHTING	1,170,764.00	.00	1,170,764.00	90,700.70	.00	844,232.13	326,531.87	72	1,233,254.52
EXPENSE TOTALS	\$1,170,764.00	\$0.00	\$1,170,764.00	\$90,700.70	\$0.00	\$844,232.13	\$326,531.87	72%	\$1,233,254.52
Fund 219 - SP ASSESS-LIGHTING Totals									
REVENUE TOTALS	1,132,906.00	.00	1,132,906.00	3,727.50	.00	1,183,839.54	(50,933.54)	104%	1,174,114.33
EXPENSE TOTALS	1,170,764.00	.00	1,170,764.00	90,700.70	.00	844,232.13	326,531.87	72%	1,233,254.52
Fund 219 - SP ASSESS-LIGHTING Totals	(\$37,858.00)	\$0.00	(\$37,858.00)	(\$86,973.20)	\$0.00	\$339,607.41	(\$377,465.41)		(\$59,140.19)



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Fund 226 - MUNICIPAL REFUSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	12,846,718.00	.00	12,846,718.00	59,738.06	.00	13,418,773.51	(572,055.51)	104	12,120,554.99
REVENUE TOTALS	\$12,846,718.00	\$0.00	\$12,846,718.00	\$59,738.06	\$0.00	\$13,418,773.51	(\$572,055.51)	104%	\$12,120,554.99
EXPENSE									
Department 521 - SANITATION	1,360,439.00	.00	1,360,439.00	113,287.78	15,961.00	880,591.06	463,886.94	66	845,574.60
Department 528 - PUBLIC SERVICE	11,858,726.00	226,413.00	12,085,139.00	1,081,696.38	146,125.00	8,854,214.32	3,084,799.68	74	8,467,617.19
Department 529 - ANIMAL CONTROL	382,033.00	(20,000.00)	362,033.00	30,589.76	.00	279,777.69	82,255.31	77	199,904.68
EXPENSE TOTALS	\$13,601,198.00	\$206,413.00	\$13,807,611.00	\$1,225,573.92	\$162,086.00	\$10,014,583.07	\$3,630,941.93	74%	\$9,513,096.47
Fund 226 - MUNICIPAL REFUSE FUND Totals									
REVENUE TOTALS	12,846,718.00	.00	12,846,718.00	59,738.06	.00	13,418,773.51	(572,055.51)	104%	12,120,554.99
EXPENSE TOTALS	13,601,198.00	206,413.00	13,807,611.00	1,225,573.92	162,086.00	10,014,583.07	3,630,941.93	74%	9,513,096.47
Fund 226 - MUNICIPAL REFUSE FUND Totals	(\$754,480.00)	(\$206,413.00)	(\$960,893.00)	(\$1,165,835.86)	(\$162,086.00)	\$3,404,190.44	(\$4,202,997.44)		\$2,607,458.52



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Fund 242 - LIVONIA BROWNFIELD - LSRRF									
REVENUE									
Department 000 - ACCOUNT BALANCES	150,000.00	.00	150,000.00	1,475.70	.00	79,362.51	70,637.49	53	39,673.84
REVENUE TOTALS	\$150,000.00	\$0.00	\$150,000.00	\$1,475.70	\$0.00	\$79,362.51	\$70,637.49	53%	\$39,673.84
EXPENSE									
Department 000 - ACCOUNT BALANCES	36,700.00	.00	36,700.00	2,640.00	.00	26,400.00	10,300.00	72	26,130.00
EXPENSE TOTALS	\$36,700.00	\$0.00	\$36,700.00	\$2,640.00	\$0.00	\$26,400.00	\$10,300.00	72%	\$26,130.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals									
REVENUE TOTALS	150,000.00	.00	150,000.00	1,475.70	.00	79,362.51	70,637.49	53%	39,673.84
EXPENSE TOTALS	36,700.00	.00	36,700.00	2,640.00	.00	26,400.00	10,300.00	72%	26,130.00
Fund 242 - LIVONIA BROWNFIELD - LSRRF Totals	\$113,300.00	\$0.00	\$113,300.00	(\$1,164.30)	\$0.00	\$52,962.51	\$60,337.49		\$13,543.84



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



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Fund 244 - ECONOMIC DEVEL CORP									
REVENUE									
Department 000 - ACCOUNT BALANCES	100.00	.00	100.00	87.00	.00	838.14	(738.14)	838	(150.83)
REVENUE TOTALS	\$100.00	\$0.00	\$100.00	\$87.00	\$0.00	\$838.14	(\$738.14)	838%	(\$150.83)
EXPENSE									
Department 000 - ACCOUNT BALANCES	107.00	.00	107.00	.00	.00	.00	107.00	0	.00
EXPENSE TOTALS	\$107.00	\$0.00	\$107.00	\$0.00	\$0.00	\$0.00	\$107.00	0%	\$0.00
Fund 244 - ECONOMIC DEVEL CORP Totals									
REVENUE TOTALS	100.00	.00	100.00	87.00	.00	838.14	(738.14)	838%	(150.83)
EXPENSE TOTALS	107.00	.00	107.00	.00	.00	.00	107.00	0%	.00
Fund 244 - ECONOMIC DEVEL CORP Totals	(\$7.00)	\$0.00	(\$7.00)	\$87.00	\$0.00	\$838.14	(\$845.14)		(\$150.83)



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Fund 248 - PLYMOUTH RD DEV AUTHORITY									
REVENUE									
Department 000 - ACCOUNT BALANCES	780,419.00	.00	780,419.00	347.07	.00	803,013.00	(22,594.00)	103	756,392.96
REVENUE TOTALS	\$780,419.00	\$0.00	\$780,419.00	\$347.07	\$0.00	\$803,013.00	(\$22,594.00)	103%	\$756,392.96
EXPENSE									
Department 000 - ACCOUNT BALANCES	820,041.00	.00	820,041.00	85,939.44	.00	253,359.71	566,681.29	31	284,691.80
EXPENSE TOTALS	\$820,041.00	\$0.00	\$820,041.00	\$85,939.44	\$0.00	\$253,359.71	\$566,681.29	31%	\$284,691.80
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals									
REVENUE TOTALS	780,419.00	.00	780,419.00	347.07	.00	803,013.00	(22,594.00)	103%	756,392.96
EXPENSE TOTALS	820,041.00	.00	820,041.00	85,939.44	.00	253,359.71	566,681.29	31%	284,691.80
Fund 248 - PLYMOUTH RD DEV AUTHORITY Totals	(\$39,622.00)	\$0.00	(\$39,622.00)	(\$85,592.37)	\$0.00	\$549,653.29	(\$589,275.29)		\$471,701.16



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Fund 260 - MIDC GRANT									
REVENUE									
Department 000 - ACCOUNT BALANCES	456,199.00	.00	456,199.00	.00	.00	418,643.64	37,555.36	92	543,034.66
REVENUE TOTALS	\$456,199.00	\$0.00	\$456,199.00	\$0.00	\$0.00	\$418,643.64	\$37,555.36	92%	\$543,034.66
EXPENSE									
Department 000 - ACCOUNT BALANCES	456,199.00	.00	456,199.00	32,546.69	.00	214,453.34	241,745.66	47	208,228.63
EXPENSE TOTALS	\$456,199.00	\$0.00	\$456,199.00	\$32,546.69	\$0.00	\$214,453.34	\$241,745.66	47%	\$208,228.63
Fund 260 - MIDC GRANT Totals									
REVENUE TOTALS	456,199.00	.00	456,199.00	.00	.00	418,643.64	37,555.36	92%	543,034.66
EXPENSE TOTALS	456,199.00	.00	456,199.00	32,546.69	.00	214,453.34	241,745.66	47%	208,228.63
Fund 260 - MIDC GRANT Totals	\$0.00	\$0.00	\$0.00	(\$32,546.69)	\$0.00	\$204,190.30	(\$204,190.30)		\$334,806.03



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Fund 261 - PUB. SAFETY COMMUNICATION									
REVENUE									
Department 000 - ACCOUNT BALANCES	460,000.00	.00	460,000.00	127,491.02	.00	611,990.32	(151,990.32)	133	524,094.41
REVENUE TOTALS	\$460,000.00	\$0.00	\$460,000.00	\$127,491.02	\$0.00	\$611,990.32	(\$151,990.32)	133%	\$524,094.41
EXPENSE									
Department 000 - ACCOUNT BALANCES	3,915,500.00	.00	3,915,500.00	1,979.34	.00	114,489.91	3,801,010.09	3	192,036.05
EXPENSE TOTALS	\$3,915,500.00	\$0.00	\$3,915,500.00	\$1,979.34	\$0.00	\$114,489.91	\$3,801,010.09	3%	\$192,036.05
Fund 261 - PUB. SAFETY COMMUNICATION Totals									
REVENUE TOTALS	460,000.00	.00	460,000.00	127,491.02	.00	611,990.32	(151,990.32)	133%	524,094.41
EXPENSE TOTALS	3,915,500.00	.00	3,915,500.00	1,979.34	.00	114,489.91	3,801,010.09	3%	192,036.05
Fund 261 - PUB. SAFETY COMMUNICATION Totals	(\$3,455,500.00)	\$0.00	(\$3,455,500.00)	\$125,511.68	\$0.00	\$497,500.41	(\$3,953,000.41)		\$332,058.36



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Fund 262 - ADJUDICATED FORFEITURES									
REVENUE									
Department 000 - ACCOUNT BALANCES	170,000.00	.00	170,000.00	47,753.68	.00	281,070.22	(111,070.22)	165	166,204.57
REVENUE TOTALS	\$170,000.00	\$0.00	\$170,000.00	\$47,753.68	\$0.00	\$281,070.22	(\$111,070.22)	165%	\$166,204.57
EXPENSE									
Department 333 - STATE/LOCAL FORFEITURE EX	532,600.00	.00	532,600.00	17,179.13	10,490.00	47,366.20	474,743.80	11	16,814.16
Department 334 - FEDERAL FORFEITURE EXP	223,750.00	.00	223,750.00	.00	.00	959.95	222,790.05	0	23,012.06
Department 335 - CONTINUING CRIMINAL ENTERPRISE	145,000.00	.00	145,000.00	.00	.00	.00	145,000.00	0	2,083.75
EXPENSE TOTALS	\$901,350.00	\$0.00	\$901,350.00	\$17,179.13	\$10,490.00	\$48,326.15	\$842,533.85	7%	\$41,909.97
Fund 262 - ADJUDICATED FORFEITURES Totals									
REVENUE TOTALS	170,000.00	.00	170,000.00	47,753.68	.00	281,070.22	(111,070.22)	165%	166,204.57
EXPENSE TOTALS	901,350.00	.00	901,350.00	17,179.13	10,490.00	48,326.15	842,533.85	7%	41,909.97
Fund 262 - ADJUDICATED FORFEITURES Totals	(\$731,350.00)	\$0.00	(\$731,350.00)	\$30,574.55	(\$10,490.00)	\$232,744.07	(\$953,604.07)		\$124,294.60



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Fund 270 - HISTORICAL COMMISSION									
REVENUE									
Department 000 - ACCOUNT BALANCES	89,200.00	.00	89,200.00	41,011.24	.00	157,746.67	(68,546.67)	177	172,668.81
REVENUE TOTALS	\$89,200.00	\$0.00	\$89,200.00	\$41,011.24	\$0.00	\$157,746.67	(\$68,546.67)	177%	\$172,668.81
EXPENSE									
Department 000 - ACCOUNT BALANCES	62,000.00	149,495.00	211,495.00	643.10	.00	171,051.49	40,443.51	81	60,748.95
EXPENSE TOTALS	\$62,000.00	\$149,495.00	\$211,495.00	\$643.10	\$0.00	\$171,051.49	\$40,443.51	81%	\$60,748.95
Fund 270 - HISTORICAL COMMISSION Totals									
REVENUE TOTALS	89,200.00	.00	89,200.00	41,011.24	.00	157,746.67	(68,546.67)	177%	172,668.81
EXPENSE TOTALS	62,000.00	149,495.00	211,495.00	643.10	.00	171,051.49	40,443.51	81%	60,748.95
Fund 270 - HISTORICAL COMMISSION Totals	\$27,200.00	(\$149,495.00)	(\$122,295.00)	\$40,368.14	\$0.00	(\$13,304.82)	(\$108,990.18)		\$111,919.86



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Fund 271 - LIBRARY FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	4,430,642.00	.00	4,430,642.00	27,601.55	.00	4,831,911.83	(401,269.83)	109	4,363,571.29
REVENUE TOTALS	\$4,430,642.00	\$0.00	\$4,430,642.00	\$27,601.55	\$0.00	\$4,831,911.83	(\$401,269.83)	109%	\$4,363,571.29
EXPENSE									
Department 778 - CIVIC CENTER LIBRARY	4,178,232.00	546,880.00	4,725,112.00	316,682.36	136,328.00	2,610,761.03	1,978,022.97	58	2,508,804.61
Department 779 - NOBLE LIBRARY	15,000.00	(10,000.00)	5,000.00	.00	.00	3,220.89	1,779.11	64	4,798.18
Department 780 - SANDBURG LIBRARY	747,294.00	.00	747,294.00	60,844.27	.00	565,230.98	182,063.02	76	607,157.86
EXPENSE TOTALS	\$4,940,526.00	\$536,880.00	\$5,477,406.00	\$377,526.63	\$136,328.00	\$3,179,212.90	\$2,161,865.10	61%	\$3,120,760.65
Fund 271 - LIBRARY FUND Totals									
REVENUE TOTALS	4,430,642.00	.00	4,430,642.00	27,601.55	.00	4,831,911.83	(401,269.83)	109%	4,363,571.29
EXPENSE TOTALS	4,940,526.00	536,880.00	5,477,406.00	377,526.63	136,328.00	3,179,212.90	2,161,865.10	61%	3,120,760.65
Fund 271 - LIBRARY FUND Totals	(\$509,884.00)	(\$536,880.00)	(\$1,046,764.00)	(\$349,925.08)	(\$136,328.00)	\$1,652,698.93	(\$2,563,134.93)		\$1,242,810.64



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Fund 272 - ARTS COMMISSION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	8,500.00	.00	8,500.00	2,417.57	.00	5,391.53	3,108.47	63	7,172.35
REVENUE TOTALS	\$8,500.00	\$0.00	\$8,500.00	\$2,417.57	\$0.00	\$5,391.53	\$3,108.47	63%	\$7,172.35
EXPENSE									
Department 000 - ACCOUNT BALANCES	17,700.00	.00	17,700.00	999.31	.00	5,762.92	11,937.08	33	892.78
EXPENSE TOTALS	\$17,700.00	\$0.00	\$17,700.00	\$999.31	\$0.00	\$5,762.92	\$11,937.08	33%	\$892.78
Fund 272 - ARTS COMMISSION FUND Totals									
REVENUE TOTALS	8,500.00	.00	8,500.00	2,417.57	.00	5,391.53	3,108.47	63%	7,172.35
EXPENSE TOTALS	17,700.00	.00	17,700.00	999.31	.00	5,762.92	11,937.08	33%	892.78
Fund 272 - ARTS COMMISSION FUND Totals	(\$9,200.00)	\$0.00	(\$9,200.00)	\$1,418.26	\$0.00	(\$371.39)	(\$8,828.61)		\$6,279.57



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Fund 284 - OPIOID SETTLEMENT FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	1,152.00	.00	73,097.12	(73,097.12)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$1,152.00	\$0.00	\$73,097.12	(\$73,097.12)	+++	\$0.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$0.00
Fund 284 - OPIOID SETTLEMENT FUND Totals									
REVENUE TOTALS	.00	.00	.00	1,152.00	.00	73,097.12	(73,097.12)	+++	.00
EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
Fund 284 - OPIOID SETTLEMENT FUND Totals	\$0.00	\$0.00	\$0.00	\$1,152.00	\$0.00	\$73,097.12	(\$73,097.12)		\$0.00



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Fund 286 - TRANSIT & CAPITAL IMPR									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,608,950.00	.00	2,608,950.00	99.30	.00	2,647,035.09	(38,085.09)	101	2,505,955.39
REVENUE TOTALS	\$2,608,950.00	\$0.00	\$2,608,950.00	\$99.30	\$0.00	\$2,647,035.09	(\$38,085.09)	101%	\$2,505,955.39
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,608,950.00	.00	2,608,950.00	.00	.00	2,608,950.00	.00	100	2,465,846.00
EXPENSE TOTALS	\$2,608,950.00	\$0.00	\$2,608,950.00	\$0.00	\$0.00	\$2,608,950.00	\$0.00	100%	\$2,465,846.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals									
REVENUE TOTALS	2,608,950.00	.00	2,608,950.00	99.30	.00	2,647,035.09	(38,085.09)	101%	2,505,955.39
EXPENSE TOTALS	2,608,950.00	.00	2,608,950.00	.00	.00	2,608,950.00	.00	100%	2,465,846.00
Fund 286 - TRANSIT & CAPITAL IMPR Totals	\$0.00	\$0.00	\$0.00	\$99.30	\$0.00	\$38,085.09	(\$38,085.09)		\$40,109.39



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Fund 288 - COMMUNITY TRANSIT PROGRAM									
REVENUE									
Department 000 - ACCOUNT BALANCES	704,445.00	.00	704,445.00	6,992.56	.00	628,478.78	75,966.22	89	685,071.04
REVENUE TOTALS	\$704,445.00	\$0.00	\$704,445.00	\$6,992.56	\$0.00	\$628,478.78	\$75,966.22	89%	\$685,071.04
EXPENSE									
Department 606 - COMM TRANSIT DISPATCHERS	102,624.00	.00	102,624.00	10,985.19	.00	81,123.36	21,500.64	79	75,417.37
Department 607 - COMMUNITY TRANSIT ADMIN	160,583.00	.00	160,583.00	13,597.14	.00	118,561.68	42,021.32	74	128,871.45
Department 608 - COMMUNITY TRANSIT	935,910.00	212,883.00	1,148,793.00	41,466.45	98,121.10	476,680.91	573,990.99	50	494,101.98
EXPENSE TOTALS	\$1,199,117.00	\$212,883.00	\$1,412,000.00	\$66,048.78	\$98,121.10	\$676,365.95	\$637,512.95	55%	\$698,390.80
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals									
REVENUE TOTALS	704,445.00	.00	704,445.00	6,992.56	.00	628,478.78	75,966.22	89%	685,071.04
EXPENSE TOTALS	1,199,117.00	212,883.00	1,412,000.00	66,048.78	98,121.10	676,365.95	637,512.95	55%	698,390.80
Fund 288 - COMMUNITY TRANSIT PROGRAM Totals	(\$494,672.00)	(\$212,883.00)	(\$707,555.00)	(\$59,056.22)	(\$98,121.10)	(\$47,887.17)	(\$561,546.73)		(\$13,319.76)



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Fund 297 - CABLE TELEVISION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	386,200.00	.00	386,200.00	2,124.13	.00	288,088.94	98,111.06	75	272,331.39
REVENUE TOTALS	\$386,200.00	\$0.00	\$386,200.00	\$2,124.13	\$0.00	\$288,088.94	\$98,111.06	75%	\$272,331.39
EXPENSE									
Department 806 - CABLE TELEVISION	641,279.00	32,000.00	673,279.00	43,057.53	6,112.00	411,257.30	255,909.70	62	400,924.59
EXPENSE TOTALS	\$641,279.00	\$32,000.00	\$673,279.00	\$43,057.53	\$6,112.00	\$411,257.30	\$255,909.70	62%	\$400,924.59
Fund 297 - CABLE TELEVISION FUND Totals									
REVENUE TOTALS	386,200.00	.00	386,200.00	2,124.13	.00	288,088.94	98,111.06	75%	272,331.39
EXPENSE TOTALS	641,279.00	32,000.00	673,279.00	43,057.53	6,112.00	411,257.30	255,909.70	62%	400,924.59
Fund 297 - CABLE TELEVISION FUND Totals	(\$255,079.00)	(\$32,000.00)	(\$287,079.00)	(\$40,933.40)	(\$6,112.00)	(\$123,168.36)	(\$157,798.64)		(\$128,593.20)



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Fund 372 - D/S 2015 MBA REFUNDING									
REVENUE									
Department 000 - ACCOUNT BALANCES	181,245.00	.00	181,245.00	.00	.00	176,922.00	4,323.00	98	173,959.75
REVENUE TOTALS	\$181,245.00	\$0.00	\$181,245.00	\$0.00	\$0.00	\$176,922.00	\$4,323.00	98%	\$173,959.75
EXPENSE									
Department 000 - ACCOUNT BALANCES	181,245.00	.00	181,245.00	.00	.00	176,922.00	4,323.00	98	173,959.75
EXPENSE TOTALS	\$181,245.00	\$0.00	\$181,245.00	\$0.00	\$0.00	\$176,922.00	\$4,323.00	98%	\$173,959.75
Fund 372 - D/S 2015 MBA REFUNDING Totals									
REVENUE TOTALS	181,245.00	.00	181,245.00	.00	.00	176,922.00	4,323.00	98%	173,959.75
EXPENSE TOTALS	181,245.00	.00	181,245.00	.00	.00	176,922.00	4,323.00	98%	173,959.75
Fund 372 - D/S 2015 MBA REFUNDING Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00



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



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



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Fund 401 - CAPITAL PROJECTS									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,118,950.00	.00	2,118,950.00	30,056.58	.00	3,386,255.91	(1,267,305.91)	160	2,355,355.28
REVENUE TOTALS	\$2,118,950.00	\$0.00	\$2,118,950.00	\$30,056.58	\$0.00	\$3,386,255.91	(\$1,267,305.91)	160%	\$2,355,355.28
EXPENSE									
Department 000 - ACCOUNT BALANCES	2,907,500.00	8,634,311.00	11,541,811.00	558,291.81	836,686.75	4,556,442.10	6,148,682.15	47	2,624,974.87
EXPENSE TOTALS	\$2,907,500.00	\$8,634,311.00	\$11,541,811.00	\$558,291.81	\$836,686.75	\$4,556,442.10	\$6,148,682.15	47%	\$2,624,974.87
Fund 401 - CAPITAL PROJECTS Totals									
REVENUE TOTALS	2,118,950.00	.00	2,118,950.00	30,056.58	.00	3,386,255.91	(1,267,305.91)	160%	2,355,355.28
EXPENSE TOTALS	2,907,500.00	8,634,311.00	11,541,811.00	558,291.81	836,686.75	4,556,442.10	6,148,682.15	47%	2,624,974.87
Fund 401 - CAPITAL PROJECTS Totals	(\$788,550.00)	(\$8,634,311.00)	(\$9,422,861.00)	(\$528,235.23)	(\$836,686.75)	(\$1,170,186.19)	(\$7,415,988.06)		(\$269,619.59)



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Fund 409 - GOLF COURSE CAPITAL IMPR									
REVENUE									
Department 000 - ACCOUNT BALANCES	205,200.00	.00	205,200.00	21,994.70	.00	135,031.45	70,168.55	66	458,200.50
REVENUE TOTALS	\$205,200.00	\$0.00	\$205,200.00	\$21,994.70	\$0.00	\$135,031.45	\$70,168.55	66%	\$458,200.50
EXPENSE									
Department 000 - ACCOUNT BALANCES	282,500.00	.00	282,500.00	42,007.62	5,200.00	91,201.49	186,098.51	34	202,499.05
EXPENSE TOTALS	\$282,500.00	\$0.00	\$282,500.00	\$42,007.62	\$5,200.00	\$91,201.49	\$186,098.51	34%	\$202,499.05
Fund 409 - GOLF COURSE CAPITAL IMPR Totals									
REVENUE TOTALS	205,200.00	.00	205,200.00	21,994.70	.00	135,031.45	70,168.55	66%	458,200.50
EXPENSE TOTALS	282,500.00	.00	282,500.00	42,007.62	5,200.00	91,201.49	186,098.51	34%	202,499.05
Fund 409 - GOLF COURSE CAPITAL IMPR Totals	(\$77,300.00)	\$0.00	(\$77,300.00)	(\$20,012.92)	(\$5,200.00)	\$43,829.96	(\$115,929.96)		\$255,701.45



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Fund 418 - BUILDING IMPROVEMENT FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	5,000.00	.00	5,000.00	32,723.10	.00	315,310.57	(310,310.57)	6306	329,479.06
REVENUE TOTALS	\$5,000.00	\$0.00	\$5,000.00	\$32,723.10	\$0.00	\$315,310.57	(\$310,310.57)	6306%	\$329,479.06
EXPENSE									
Department 000 - ACCOUNT BALANCES	100,000.00	125,000.00	225,000.00	.00	.00	28,849.04	196,150.96	13	97,956.81
EXPENSE TOTALS	\$100,000.00	\$125,000.00	\$225,000.00	\$0.00	\$0.00	\$28,849.04	\$196,150.96	13%	\$97,956.81
Fund 418 - BUILDING IMPROVEMENT FUND Totals									
REVENUE TOTALS	5,000.00	.00	5,000.00	32,723.10	.00	315,310.57	(310,310.57)	6306%	329,479.06
EXPENSE TOTALS	100,000.00	125,000.00	225,000.00	.00	.00	28,849.04	196,150.96	13%	97,956.81
Fund 418 - BUILDING IMPROVEMENT FUND Totals	(\$95,000.00)	(\$125,000.00)	(\$220,000.00)	\$32,723.10	\$0.00	\$286,461.53	(\$506,461.53)		\$231,522.25



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Fund 419 - SENIOR CENTER CONSTRUCTION FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	13,805.10	.00	133,827.22	(133,827.22)	+++	.00
REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$13,805.10	\$0.00	\$133,827.22	(\$133,827.22)	+++	\$0.00
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	696,678.00	696,678.00	.00	.00	53,815.49	642,862.51	8	.00
EXPENSE TOTALS	\$0.00	\$696,678.00	\$696,678.00	\$0.00	\$0.00	\$53,815.49	\$642,862.51	8%	\$0.00
Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals									
REVENUE TOTALS	.00	.00	.00	13,805.10	.00	133,827.22	(133,827.22)	+++	.00
EXPENSE TOTALS	.00	696,678.00	696,678.00	.00	.00	53,815.49	642,862.51	8%	.00
Fund 419 - SENIOR CENTER CONSTRUCTION FUND Totals	\$0.00	(\$696,678.00)	(\$696,678.00)	\$13,805.10	\$0.00	\$80,011.73	(\$776,689.73)		\$0.00



BUDGET TO ACTUAL - COUNCIL SUMMARY -

09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 470 - COURT BUILDING IMPROVEMENTS									
REVENUE									
Department 000 - ACCOUNT BALANCES	350,100.00	.00	350,100.00	27,931.00	.00	337,380.58	12,719.42	96	216,855.29
REVENUE TOTALS	\$350,100.00	\$0.00	\$350,100.00	\$27,931.00	\$0.00	\$337,380.58	\$12,719.42	96%	\$216,855.29
EXPENSE									
Department 000 - ACCOUNT BALANCES	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84	449,900.00
EXPENSE TOTALS	\$548,300.00	\$0.00	\$548,300.00	\$0.00	\$0.00	\$458,000.00	\$90,300.00	84%	\$449,900.00
Fund 470 - COURT BUILDING IMPROVEMENTS Totals									
REVENUE TOTALS	350,100.00	.00	350,100.00	27,931.00	.00	337,380.58	12,719.42	96%	216,855.29
EXPENSE TOTALS	548,300.00	.00	548,300.00	.00	.00	458,000.00	90,300.00	84%	449,900.00
Fund 470 - COURT BUILDING IMPROVEMENTS Totals	(\$198,200.00)	\$0.00	(\$198,200.00)	\$27,931.00	\$0.00	(\$120,619.42)	(\$77,580.58)		(\$233,044.71)



BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 536 - NEWBURGH VILLAGE									
REVENUE									
Department 000 - ACCOUNT BALANCES	843,000.00	.00	843,000.00	74,363.99	.00	745,302.92	97,697.08	88	679,904.97
REVENUE TOTALS	\$843,000.00	\$0.00	\$843,000.00	\$74,363.99	\$0.00	\$745,302.92	\$97,697.08	88%	\$679,904.97
EXPENSE									
Department 677 - NEWBURGH VILLAGE	703,934.00	687,025.00	1,390,959.00	432,229.58	15,945.00	854,888.32	520,125.68	63	526,134.41
EXPENSE TOTALS	\$703,934.00	\$687,025.00	\$1,390,959.00	\$432,229.58	\$15,945.00	\$854,888.32	\$520,125.68	63%	\$526,134.41
Fund 536 - NEWBURGH VILLAGE Totals									
REVENUE TOTALS	843,000.00	.00	843,000.00	74,363.99	.00	745,302.92	97,697.08	88%	679,904.97
EXPENSE TOTALS	703,934.00	687,025.00	1,390,959.00	432,229.58	15,945.00	854,888.32	520,125.68	63%	526,134.41
Fund 536 - NEWBURGH VILLAGE Totals	\$139,066.00	(\$687,025.00)	(\$547,959.00)	(\$357,865.59)	(\$15,945.00)	(\$109,585.40)	(\$422,428.60)		\$153,770.56



BUDGET TO ACTUAL - COUNCIL SUMMARY -

09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 538 - SILVER VILLAGE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	668,620.00	.00	668,620.00	61,522.09	.00	608,932.75	59,687.25	91	515,592.06
REVENUE TOTALS	\$668,620.00	\$0.00	\$668,620.00	\$61,522.09	\$0.00	\$608,932.75	\$59,687.25	91%	\$515,592.06
EXPENSE									
Department 676 - SILVER VILLAGE	603,445.00	160,000.00	763,445.00	42,845.15	.00	492,010.07	271,434.93	64	859,584.13
EXPENSE TOTALS	\$603,445.00	\$160,000.00	\$763,445.00	\$42,845.15	\$0.00	\$492,010.07	\$271,434.93	64%	\$859,584.13
Fund 538 - SILVER VILLAGE FUND Totals									
REVENUE TOTALS	668,620.00	.00	668,620.00	61,522.09	.00	608,932.75	59,687.25	91%	515,592.06
EXPENSE TOTALS	603,445.00	160,000.00	763,445.00	42,845.15	.00	492,010.07	271,434.93	64%	859,584.13
Fund 538 - SILVER VILLAGE FUND Totals	\$65,175.00	(\$160,000.00)	(\$94,825.00)	\$18,676.94	\$0.00	\$116,922.68	(\$211,747.68)		(\$343,992.07)



BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 584 - GOLF COURSE FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	2,075,397.00	.00	2,075,397.00	301,890.68	.00	2,136,033.23	(60,636.23)	103	1,984,348.38
REVENUE TOTALS	\$2,075,397.00	\$0.00	\$2,075,397.00	\$301,890.68	\$0.00	\$2,136,033.23	(\$60,636.23)	103%	\$1,984,348.38
EXPENSE									
Department 000 - ACCOUNT BALANCES	.00	.00	.00	.00	.00	.00	.00	+++	340,000.00
Department 773 - WHISPERING WILLOWS	735,662.00	(25,017.00)	710,645.00	84,824.33	.00	623,289.08	87,355.92	88	517,583.90
Department 774 - IDYL WYLD	559,662.00	71,677.00	631,339.00	70,835.45	.00	548,931.67	82,407.33	87	473,040.49
Department 775 - FOX CREEK	777,570.00	(46,660.00)	730,910.00	82,277.66	.00	627,203.56	103,706.44	86	572,542.21
EXPENSE TOTALS	\$2,072,894.00	\$0.00	\$2,072,894.00	\$237,937.44	\$0.00	\$1,799,424.31	\$273,469.69	87%	\$1,903,166.60
Fund 584 - GOLF COURSE FUND Totals									
REVENUE TOTALS	2,075,397.00	.00	2,075,397.00	301,890.68	.00	2,136,033.23	(60,636.23)	103%	1,984,348.38
EXPENSE TOTALS	2,072,894.00	.00	2,072,894.00	237,937.44	.00	1,799,424.31	273,469.69	87%	1,903,166.60
Fund 584 - GOLF COURSE FUND Totals	\$2,503.00	\$0.00	\$2,503.00	\$63,953.24	\$0.00	\$336,608.92	(\$334,105.92)		\$81,181.78



BUDGET TO ACTUAL - COUNCIL SUMMARY - 09/30/2023

Through 09/30/23

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 592 - WATER AND SEWER FUND									
REVENUE									
Department 000 - ACCOUNT BALANCES	43,581,472.00	.00	43,581,472.00	3,895,715.55	.00	36,981,163.37	6,600,308.63	85	34,872,329.62
REVENUE TOTALS	\$43,581,472.00	\$0.00	\$43,581,472.00	\$3,895,715.55	\$0.00	\$36,981,163.37	\$6,600,308.63	85%	\$34,872,329.62
EXPENSE									
Department 558 - W & S FINANCIAL ADMIN	34,947,013.00	.00	34,947,013.00	1,713,734.15	.00	24,813,046.74	10,133,966.26	71	28,481,017.47
Department 559 - W & S FIELD OPERATIONS	7,842,052.00	1,479,036.00	9,321,088.00	477,991.61	72,203.90	4,558,794.38	4,690,089.72	50	4,771,224.17
EXPENSE TOTALS	\$42,789,065.00	\$1,479,036.00	\$44,268,101.00	\$2,191,725.76	\$72,203.90	\$29,371,841.12	\$14,824,055.98	67%	\$33,252,241.64
Fund 592 - WATER AND SEWER FUND Totals									
REVENUE TOTALS	43,581,472.00	.00	43,581,472.00	3,895,715.55	.00	36,981,163.37	6,600,308.63	85%	34,872,329.62
EXPENSE TOTALS	42,789,065.00	1,479,036.00	44,268,101.00	2,191,725.76	72,203.90	29,371,841.12	14,824,055.98	67%	33,252,241.64
Fund 592 - WATER AND SEWER FUND Totals	\$792,407.00	(\$1,479,036.00)	(\$686,629.00)	\$1,703,989.79	(\$72,203.90)	\$7,609,322.25	(\$8,223,747.35)		\$1,620,087.98
Grand Totals									
REVENUE TOTALS	184,197,726.00	810,663.00	185,008,389.00	8,804,589.44	.00	167,479,656.02	17,528,732.98	91%	165,948,733.88
EXPENSE TOTALS	192,329,448.00	17,061,458.00	209,390,906.00	14,783,983.54	2,783,890.42	139,319,448.77	67,287,566.81	68%	142,545,172.07
Grand Totals	(\$8,131,722.00)	(\$16,250,795.00)	(\$24,382,517.00)	(\$5,979,394.10)	(\$2,783,890.42)	\$28,160,207.25	(\$49,758,833.83)		\$23,403,561.81

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

1. REQUEST FOR FOURTH AMENDMENT TO CONSENT JUDGMENT FOR PROPERTY LOCATED ON SEVEN MILE ROAD AND VICTOR PARKWAY: Tim Loughrin, Director of Land Acquisition, Robertson Brothers Homes, re: site plan approval to construct multi-family residences on the site. (CR 52-03, CR 663-97, CR 111-06, CR 412-13)

Mark Taormina, Planning and Economic Development Director, presented the request to Council.

Tim Loughrin and Jim Clarke, Robertson Brothers Homes; and Josh Suardini, Etkin Real Estate Solutions, were present to answer questions.

Councilmember Bahr asked if they own the land to the north on the other side of the creek.

Mr. Loughrin indicated they don't own it and he thinks it is for sale.

Councilmember Barh asked if Mr. Taormina knew of any plans for that land and if the approval here would limit the ability to do something there.

Mr. Taormina said the area on the north side of the drain is really an open space easement. The original consent judgment would retain this open space easement. Nothing can be done on this property unless this body chooses to alter that open space easement.

Councilmember Bahr confirmed they would be approving an amendment to the original consent judgement.

Vice President Toy asked if the pictures shown are sites they have developed in Shelby Township.

Mr. Loughrin said they are not. Most of their sites have been in Oakland County and some in Detroit.

Vice President Toy asked if they could approach some of the neighbors on St. Martin and a few other streets with their plans.

Councilmember Donovic clarified that Robertson was not the petitioner in 2019. Etkin Real Estate Solutions was petitioner and owned it in 2019.

Councilmember Bahr offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

1.

Council Office
November 9, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST FOR FOURTH AMENDMENT TO CONSENT JUDGMENT FOR PROPERTY LOCATED ON SEVEN MILE ROAD AND VICTOR PARKWAY: Tim Loughrin, Director of Land Acquisition, Robertson Brothers Homes, re: site plan approval to construct multi-family residences on the site. (CR 52-03, CR 663-97, CR 111-06, CR 412-13)

BACKGROUND DETAILS

REQUEST FOR FOURTH AMENDMENT TO CONSENT JUDGMENT FOR PROPERTY LOCATED ON SEVEN MILE ROAD AND VICTOR PARKWAY: Tim Loughrin, Director of Land Acquisition, Robertson Brothers Homes, re: site plan approval to construct multi-family residences on the site. (CR 52-03, CR 663-97, CR 111-06, CR __-14)

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

To approve as submitted.

ATTACHMENTS

1. 7 & Victor Narrative 11.9.23
2. 2023.06.06 7 Mile & Victor Site Plan Rendering
3. 01767465
4. Fourth Amendment to Consent Judgment - compared to Third - 10.18.2023 (01765259x7AF06)
5. Fourth Amendment to Consent Judgment - MST_Draft (01761662-3x7AF06)
6. R121613 Third Amendment Consent Judgment Victor Pkwy CR 412-13
7. R030806 Second Amendment Consent Judgment Victor Pkwy CR 111-06
8. R021203 First Amendment Consent Judgment Victor Pkwy CR 52-03
9. R081197 Consent Judgment Victor Pkwy CR 663-97

APPROVED BY



November 9, 2023

Honorable Members of the City Council
City of Livonia

Re: **7 & Victor** Consent Judgment Amendment Narrative
Property at the northeast corner of 7 Mile and Victor Parkway
Parcel Number **46-024-99-0016-007**
Livonia, MI

Etkin Management and Robertson Brothers Homes are pleased to submit for consideration a concept plan for property located at the northeast corner of 7 Mile Road and Victor Parkway, just east of the I-275 freeway. The 6.38-acre parcel is envisioned as a high quality, for-lease “missing middle” residential townhome community with access to nearby restaurants and employment centers. The proposed plan for the parcels consists of 100 townhomes, developed to provide a residential aesthetic for a property that has been historically been envisioned as more intense commercial use. The plan will add additional residents to the burgeoning area to support the retail and employment infrastructure that the City of Livonia has worked hard to create.

The vision for the project is centered in the philosophy of creating a high-quality development with a product that offers far more than a typical garden style apartment. Each unit in the development will have its own one or two-car attached garage along with guest surface parking. Due to increased costs and high interest rates, a missing middle housing typology is highly sought in the market place, and it is most successful when located near employment and freeways. We have found that there is a market for individuals that decide to rent by choice when given the opportunity to have quality housing, that in both appearance and function is an attached single family home with private attached garages.

The parcels are currently governed by an amended Consent Judgment permitted for an office development. The parcels have sat vacant for many years, and the office designation may not be appropriate for the site, now and into the future, as the office market will continue to struggle for many years to come, due to the obvious shift in office space needs as a result of the pandemic and how experts believe office space will be marginalized in the future. While workers have gone back to office buildings, it is clear that the office industry is considerably

oversaturated in general as vacancy rates have adjusted upwards to an overall vacancy rate of 23% in Southeast Michigan, according to Signature Associates, as many businesses have re-imagined the traditional office park model. According to Signature Associates, the I-275 corridor alone has over 1,500,000 vacant square feet of office space. Further, the site is removed from the restaurant and retail core of the Haggerty corridor, making it unattractive for retail investment.

As a result of the aforementioned challenges, we feel the most logical land use for the property is transitional residential, and the Etkin and Robertson team is the logical developer as we plan for an exciting residential development.

Concept Plan



7 & Victor Concept Plan

The site is laid out to front the units along 7 Mile, thus creating a high value design aesthetic to the public. Internally, guest parking spaces are provided in addition to 1 and 2 car attached garage parking spaces for each unit. The density proposed of 15.67 units per acre is consistent with the density approved in nearby multifamily developments. We believe that the project is compatible with surrounding uses as there are no single family homes in direct proximity, and the project is a logical transition to the higher intensity commercial land uses to the north and west. Further, additional rooftops will ensure success for the City's mixed-use areas located along the Haggerty Corridor and further along Victor Parkway, further justifying a change to residential. Restaurant and retail uses are plenty along these corridors and the property is mid-block, which is not conducive to retail land use.

Site Constraints

The site has challenges relating to soil conditions that include fill and peat, requiring specialized footings and or soil removal and replacement. Further, there are areas that have a water table as shallow as 4', which will require dewatering during land development activities. Robertson is well versed in working with sites such as this, and our team looks forward to tackling these challenges as we move forward with development.

Product Design

The elevations and floorplans of the homes will be determined through an iterative process with Staff and the Planning Commission. The homes feature two and three bedroom floorplans and each home includes a one or two car attached garage. The units are not stacked and are designed as 3-story attached townhomes that range from 1,300 to 1,600 square feet in size. Trash pickup is managed similar to a single family neighborhood, with individual bins stored within the enclosed garages with weekly City curb pickup. All mechanical equipment will be ground mounted and screened from view.

<https://my.matterport.com/show/?ref=em&m=p9dCz8bYaPL>

Aspen Townhome

Approximately 1,300 SF



Sycamore Townhome

Approximately 1,600 SF



Sample Floorplans

Development Standards

Schedule of Regulations and Modifications 7 & Victor Parkway – Attached 1-Car and 2-Car Townhomes	
	7 & Victor Parkway
Number of Units	100
Minimum Building Setbacks	
Front Setback (Bldg)	15'
Building Separation	15'
Rear Setback Principal	15'
Principal Building Height to Midpoint	3 Stories/35 Feet

Etkin currently owns the property and the project will be a joint venture between the organizations. Etkin Management is a full-service commercial real estate firm engaged in the development, acquisition, management, and marketing of office, industrial, retail, hotel and mixed-use properties. Formed in 1982, the company is also actively involved in fee-based property management and development services on behalf of third party owners. To date, Etkin Management has developed more than 60 high-profile properties consisting of over 9.5 million square feet of commercial space. Etkin Management has played a prominent role in southeast Michigan real estate development and acquisitions for nearly three decades. The privately owned company is capably led by Douglas Etkin and Curtis Burstein. While its work has garnered numerous industry awards, Etkin Management measures its success by a single benchmark: unequalled client satisfaction.

Since 1945, Robertson Homes has been building both condominium and single-family home developments in Southeastern Michigan. Based in Bloomfield Hills, MI, the family-run company is led by CEO Paul C. Robertson Jr., President James V. Clarke and COO Darian L. Neubecker. Along with the devoted team members that specialize in the many facets of home building, the company possesses the ability to accommodate various types of living spaces, from single-family homes to condos, to meet the ever-changing demands of the Metro Detroit marketplace. What all started as an effort to create small, affordable housing for returning WWII veterans in Berkley and Royal Oak soon flourished into one of Detroit's most distinguished home-building companies—garnering national attention and

receiving a myriad of awards. Robertson Homes is passionate about building lively, beautiful communities with a wide array of home styles to meet the needs and exceed the desires of Michigan residents. As an accredited new home builder, the company strives to create houses that not only meet standards for building excellence but serve as places neighbors are proud to call home.

Etkin Management and Robertson Brothers Homes are pleased to present the 7 & Victor Parkway concept plan. There will be a positive economic impact to the City in property taxes paid, and importantly add residents to strengthen the existing retail businesses in the area. The development will be a strong addition to the City and will take an otherwise undevelopable property into productive use.

We respectfully ask that we be placed on the December 4th Council Study agenda for discussion on the process moving forward. Please let me know if any additional information is required at this time.

Thank you.

Respectfully,



Tim Loughrin | Director of Land Acquisition

Robertson Brothers Homes

6905 Telegraph Rd, Suite 200, Bloomfield Hills, MI 48301

Direct Dial: 248.282.1428 | Mobile: 248.752.7402

tloughrin@robertsonhomes.com



Site Data:

Gross Site Area: 6.38 Ac.
Proposed Units: 100 Units
1 Car Townhomes: 65 Units
2 Car Townhomes: 35 Units
Proposed Density: 15.67 Du. / Ac.

Building Setbacks:
Front Yard: 19' min.
Side Yard: 15' min.
Building Separation: 15' min.

Parking:
Garage Parking: 135 spaces
Apron Parking: 65 spaces
Guest Parking: 30 spaces
Parking Distribution: 2.30 spaces / Du.

Road Width: 24'
Road Length: 1,841 LF
Road Length per Unit: 18.41 LF / Du.

Site Plan Rendering

7 Mile & Victor Parkway
Livonia, Michigan
Robertson Brothers Homes

June 2023



Prepared By: Land Design Studio
750 Forest Avenue - Suite 101
Birmingham, MI 48009
(248) 594-3220

Prepared For: Robertson Brothers Homes
6905 Telegraph Road - Suite 200
Bloomfield Hills, MI 48301
(248) 657-4968

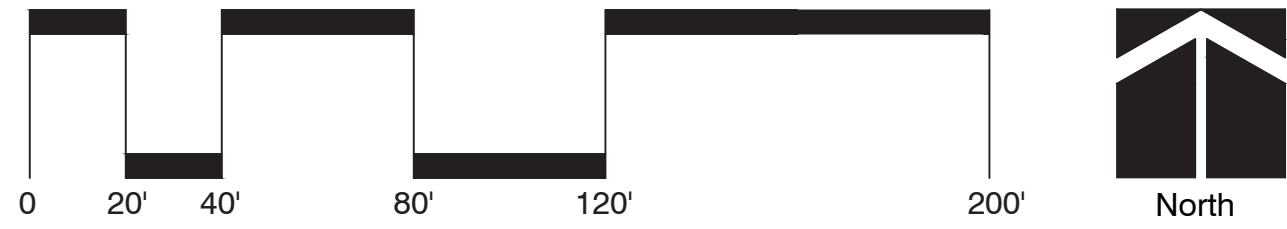


EXHIBIT A

PARCEL DESCRIPTION (EXCEPT THE OUTLOT):

Part of the SE 1/4 of Section 6, T.1 S., R.9 E., City of Livonia, Wayne County, Michigan, described as:

Beginning at a point distant S 89°38'20" W 630.00 feet along the South line of said Section 6, and N 00°07'51" W 60.00 feet to the North right-of-way line of Seven Mile Road from the SE corner of said Section 6; proceeding thence S 89°38'20" W 218.00 feet (217.29 feet measured) along the North right-of-way line of Seven Mile Road; thence N 00°07'51" W 98.50 feet; thence S 89°38'20" W 50.00 feet; thence S 00°07'51" E 98.50 feet; thence S 89°38'20" W 350.00 feet; thence N 00°07'51" W (N 00°06'30" W measured) 20.00 feet; thence S 89°38'20" W 230.00 feet; thence N 83°38'39" W 70.43 feet (69.07 feet measured), the last four courses being along said North right-of-way line of Seven Mile Road; thence N 00°06'30" W 643.76 feet along the East right-of-way line of Victor Parkway; thence N 89°38'20" E 917.75 feet; thence S 00°07'51" E 672.00 feet to the Point of Beginning. Containing 13.90 acres. Subject to all easements and restrictions of record.

EXHIBIT A

EXHIBIT B

PART OF THE SE $\frac{1}{4}$ OF SECTION 6, T.1 S., R.9E., CITY OF
LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT DISTANT S 89 DEGREES 38
MINUTES 20 SECONDS W 630.00 FEET ALONG THE SOUTH
LINE OF SAID SECTION 6, AND N 00 DEGREES 07 MINUTES
51 SECONDS W 60.00 FEET TO THE NORTH RIGHT-OF-WAY
LINE OF SEVEN MILE ROAD, AND S 89 DEGREES 38
MINUTES 20 SECONDS W ALONG SAID NORTH
RIGHT-OF-WAY LINE 80.00 FEET FROM THE SE CORNER OF
SAID SECTION 6; PROCEEDING THENCE S 89 DEGREES
38'20" W 657.29 FEET; THENCE N 00 DEGREES 07 MINUTES
51 SECONDS W (N 00 DEGREES 06 MINUTES 30 SECONDS
W MEASURED) 20.0 FEET; THENCE S 89 DEGREES 38
MINUTES 20 SECONDS W 230.00 FEET; THENCE N 83
DEGREES 38 MINUTES 39 SECONDS W 70.45 FEET (69.07
FEET MEASURED), THE LAST FOUR COURSES BEING
ALONG SAID NORTH RIGHT-OF-WAY LINE OF SEVEN MILE
ROAD; THENCE N 00 DEGREES 06 MINUTES 30 SECONDS W
ALONG THE EAST RIGHT OF WAY LINE OF VICTOR
PARKWAY 410.00 FEET (409.99 FEET MEASURED); THENCE
S 83 DEGREES 18 MINUTES 00 SECONDS E 402.72 FEET
(401.34 FEET MEASURED); THENCE S 69 DEGREES 46
MINUTES 41 SECONDS E 42.66 FEET; THENCE S 69
DEGREES 32 MINUTES 18 SECONDS E 484.76 FEET;
THENCE S 00 DEGREES 07 MINUTES 51 SECONDS E 125.12
FEET TO THE POINT OF BEGINNING. CONTAINING 6.376
ACRES. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS
OF RECORD, IF ANY.

EXHIBIT B

EXHIBIT C

PART OF THE SE $\frac{1}{4}$ OF SECTION 6, T.1 S., R.9 E., CITY OF
LIVONIA, WAYNE COUNTY, MICHIGAN. DESCRIBED AS:

BEGINNING AT A POINT DISTANT S 89 DEGREES 38
MINUTES 20 SECONDS W 630.00 FEET ALONG THE SOUTH
LINE OF SAID SECTION 6 AND N 00 DEGREES 07 MINUTES
51 SECONDS W 60.00 FEET AND S 89 DEGREES 38
MINUTES 20 SECONDS W 268.00 FEET ALONG THE NORTH
RIGHT-OF-WAY LINE OF SEVEN MILE ROAD AND NORTH 00
DEGREES 07 MINUTES 51 SECONDS W 248.50 FEET AND
NORTH 69 DEGREES 32 MINUTES 18 SECONDS W 243.96
FEET AND NORTH 69 DEGREES 46 MINUTES 41 SECONDS
W 42.88 FEET AND N 83 DEGREES 16 MINUTES 00
SECONDS W 58.03 FEET FROM THE SOUTHEAST CORNER
OF SAID SECTION 6, PROCEEDING THENCE N 83 DEGREE
16 MINUTES 00 SECONDS W 346.69 FEET; THENCE N 00
DEGREES 06 MINUTES 30 SECONDS W 233.76 FEET ALONG
THE RIGHT-OF-WAY LINE OF VICTOR PARKWAY; THENCE N
89 DEGREES 38 MINUTES 20 SECONDS E 343.00 FEET;
THENCE S 00 DEGREES 21 MINUTES 40 SECONDS E 276.58
FEET TO THE POINT OF BEGINNING, CONTAINING 2.01
ACRES. SUBJECT TO EASEMENTS OF RECORD.

EXHIBIT C

EXHIBIT D

PART OF THE SE $\frac{1}{4}$ OF SECTION 6, T.1 S., R.9E., CITY OF
LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT A POINT DISTANT S 89 DEGREES 38
MINUTES 20 SECONDS W 630.00 FEET ALONG THE SOUTH
LINE OF SAID SECTION 6, AND N 00 DEGREES 07 MINUTES
51 SECONDS W 60.00 FEET TO THE NORTH RIGHT-OF-WAY
LINE OF SEVEN MILE ROAD FROM THE SE CORNER OF
SAID SECTION 6; PROCEEDING THENCE S 89 DEGREES 38
MINUTES 20 SECONDS W ALONG SAID NORTH
RIGHT-OF-WAY LINE 60.00 FEET; THENCE N 00 DEGREES
07 MINUTES 51 SECONDS W 125.12 FEET; THENCE N 69
DEGREES 32 MINUTES 18 SECONDS W 484.76 FEET;
THENCE N 69 DEGREES 46 MINUTES 41 SECONDS W 42.68
FEET; THENCE N 83 DEGREES 16 MINUTES 00 SECONDS W
58.03 FEET; THENCE N 00 DEGREES 21 MINUTES 40
SECONDS W 276.58 FEET; THENCE N 89 DEGREES 38
MINUTES 20 SECONDS E 574.03 FEET; THENCE S 00
DEGREES 07 MINUTES 51 SECONDS E 672.00 FEET TO THE
POINT OF BEGINNING. CONTAINING 5.603 ACRES.
SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF
RECORD, IF ANY.

EXHIBIT D

EXHIBIT E



Site Data:

Gross Site Area: 6.38 Ac.
Proposed Units: 100 Units
1 Car Townhomes: 65 Units
2 Car Townhomes: 35 Units
Proposed Density: 15.67 Du. / Ac.

Building Setbacks:
Front Yard: 19' min.
Side Yard: 15' min.
Building Separation: 15' min.

Parking:
Garage Parking: 135 spaces
Apron Parking: 65 spaces
Guest Parking: 30 spaces
Parking Distribution: 2.30 spaces / Du.

Road Width: 24'
Road Length: 1,841 LF
Road Length per Unit: 18.41 LF / Du.

Site Plan Rendering

7 Mile & Victor Parkway
Livonia, Michigan
Robertson Brothers Homes

June 2023



Prepared By: Land Design Studio
750 Forest Avenue - Suite 101
Birmingham, MI 48009
(248) 594-3220

Prepared For: Robertson Brothers Homes
6905 Telegraph Road - Suite 200
Bloomfield Hills, MI 48301
(248) 657-4968

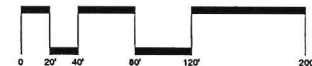


EXHIBIT F



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

OAKWOOD HEALTHCARE SYSTEM,
a Michigan non-profit corporation, KENNETH
STONE, ROBERT J. BAZZETT,
NORMA E BAZZETT, CLARENCE ULLSTROM
and PATRICIA ULLSTROM,
Plaintiff

Case No. 97-704696-CZ
Hon. John A Murphy

v

CITY OF LIVONIA, a Michigan Municipal
Organization,

Defendant.

~~Donald L. Knapp, Jr., City Attorney (P55637)~~

~~Paul A. Bernier (P39119)~~

Michael E. Fisher, ~~Asst. City Attorney~~ (P37037)

Attorneys for Defendant

33000 Civic Center Drive, FL 4

Livonia, MI 48154

734.466.2520

~~dknapp@ci.livonia.mi.us~~

~~mfisher@ci.livonia.mi.us~~

~~LAW OFFICES OF ROBERT B. NATHAN~~~~pbernier@livonia.gov~~

~~mfisher@livonia.gov~~

~~C. Kim Shierk (P37694)~~

~~Attorney for Plaintiffs~~

~~Williams Williams Rattner & Plunkett, P.C.~~

~~By: Robert B. Nathan (P37790)~~

~~Attorneys for Victor East, LLC~~

~~29100 Northwestern Hwy., 380 N Old Woodward Avenue~~

~~Suite 310300~~

~~Southfield, Michigan 48034~~

~~248.351.0099~~

~~rnathan@nlawpc.com~~

~~THIRD~~~~Birmingham, MI 48009~~

~~cks@wwrplaw.com~~

FOURTH AMENDMENT TO CONSENT JUDGMENT

AsAt a session said Court, held in
the City of Detroit, County of Wayne,
State of Michigan

On: _____

Present: Honorable John A. Murphy

Circuit Court Judge

UPON STIPULATION AND CONSENT OF THE PARTIES, by and through their respective attorneys, this court finds:

1. Defendant, City of Livonia (hereinafter "City"), is a municipal corporation, organized and existing under Act 279, Public Act 1909, as amended, MCL 117.1, et seq., located in Wayne County, Michigan.

2. Oakwood Healthcare System ("Oakwood") was the owner of certain land ("Property") that comprised approximately fourteen (14) acres located adjacent to Seven Mile Road and Victor Parkway in the City of Livonia. The legal description of the Property is attached as Exhibit A.

3. The portion of the Property which is approximately 6.376 acres located south of the drainage creek, which traverses the Property, shall be referred to as Parcel A. The legal description of Parcel A is attached as Exhibit B.

4. The portion of the Property which is comprised of approximately two (2) acres and is located north of the drainage creek at the western end of the Property shall be referred to as Parcel B. The legal description of Parcel B is attached as Exhibit C.

5. The portion of the Property that is comprised of approximately five and six tenths (5.6) acres located north of the drainage creek on the eastern side of the Property shall be referred to as Parcel C. The legal description of Parcel C is attached as Exhibit D.

6. Kenneth Stone, Robert J. Bazzett, Norma E. Bazzett, Clarence Ullstrom and Patricia Ullstrom, the prior owners of the Property, together with Oakwood, the then purchaser of

the Property, filed an application with the City seeking to rezone the Property (along with an approximate 6.76 acres of adjoining property hereafter referred to as Parcel A) from RUFC, Rural Urban Farm District, to PO, High Rise Office, which was denied by the City Council on August 26, 1996. Thereafter, a Petition was filed with the City of Livonia Zoning Board of Appeals requesting a use variance which was denied. Ultimately, the then landowners and Oakwood filed a complaint against the City seeking a proposed use of the Property and seeking other relief. Ultimately, all of the parties resolved their disputes by virtue of the entry of a Consent Judgment on the 22nd day of September, 1997.

7. Kenneth Stone, Robert J. Bazzett, Norma E. Bazzett, Clarence Ullstrom and Patricia Ullstrom previously conveyed the Property to Oakwood and, accordingly, have no further interest in the subject of the litigation and are therefore not a party to this ~~Third Amended~~Fourth Amendment to Consent Agreement Judgment.

8. On May 22, 2003, this Court entered an Amended Consent Judgment upon the stipulation of, Oakwood, S & N Development Company, LLC ("S & N"), who was then the purchaser of Parcel A of the Property from Oakwood, and the City to permit a proposed development on Parcel A.

9. On April 21, 2006, this Court entered the Second Amended Consent Judgment upon the stipulation of Oakwood, Talon-Livonia TLE, LLC ("Talon"), who was then the purchaser of Parcels B and C of the Property, and the City to permit a proposed childcare facility to be constructed on Parcels B and C.

~~10.~~10. On February 6, 2014, this Court entered the Third Amendment to Consent Judgment upon stipulation of Victor East, LLC ("Victor East") which was the then owner of Parcel A of the Property.

11. In that Parcels B and C have been developed, because Talon is bound by the terms of the Second Amendment to Consent Judgment, and in that Talon and Parcels B and C are not affected by the development of Parcel A, Talon is not a ~~party~~party to this ~~Third~~Fourth Amendment

to Consent Judgment. Therefore, this ~~Third~~Fourth Amendment to Consent Judgment is not intended to supersede the Second Amendment to Consent Judgment; but rather, its purpose is to only address the development of Parcel A.

~~4112.~~ Oakwood sold Parcel A to S & N. Oakwood has no further interest in the subject of the litigation and ~~is~~ therefore is not a party to ~~the Third Amended~~this Fourth Amendment to Consent Judgment.

~~4113.~~ Bank of America (hereinafter "B of A") acquired title to Parcel A by foreclosure of its mortgage on Parcel A. B of A sold Parcel A to Victor East, ~~LLC or its assignee (hereinafter "Etkin")~~ who is the current owner of Parcel A; therefore S & N has and B of A have no further interest in the subject of the litigation and is therefore are not a party to ~~the Third Amended~~this Fourth Amendment to Consent Judgment.

NOW THEREFORE, this ~~Third Amended~~Fourth Amendment to Consent Judgment being presented to the Court pursuant to stipulation of the parties and the Court having determined that this proposed ~~Third Amended~~Fourth Amendment to Consent Judgment is reasonable and just, and being otherwise fully advised in the premises;

IT IS HEREBY ORDERED:

Section 1 – Zoning and Development of the Property

1.1 Zoning of ~~Parcels~~Parcel A
The zoning of Parcel A shall remain as set forth in the Amended Consent Judgment.

1.2 Development of Parcel A

From and after the date of this ~~Third Amended~~Fourth Amendment to Consent Judgment, the use and development of the subject property shall be as follows:

Development of Parcel A shall be as follows:

A. Parcel A

Regardless of the RUFC zoning classification, Parcel A may be developed and used for the uses set forth in the Amended Consent Judgment.

In addition to the uses set forth in the Amended Consent Judgment, Parcel A may be developed and used for a ~~single story office building or two buildings if constructed in phases (the "Single Story Building") for use as general office, engineering, research, for-lease residential townhome~~ development ~~and design, laboratory, testing and storage, with overhead access to be constructed on the sides comprised of the building not facing 7~~approximately 100 units in approximately 15 buildings and with attached garages (the "For-Lease Residential Townhomes") which has minimum setbacks from ~~Seven~~ Mile ~~Read or and~~ Victor Parkway ~~as shown on the of~~ fifteen (15) feet; minimum perimeter setback of fifteen (15) feet; minimum separation between buildings of fifteen (15) feet; and a maximum building height of thirty-five (35) feet to the mid-point and three (3) stories in height. The ~~conceptual~~ rendering ~~which~~ is attached as Exhibit E, ("Conceptual Plan"), in accordance with the terms of this ~~Third Amended~~Fourth Amendment to Consent Judgment and the proposed ~~Site Plan, which is~~conceptual elevations attached as Exhibit E (the "Single Story Conceptual Plan Building Elevations").

1. Plan Approval

- (a) The ~~Single Story~~ Conceptual Plan, a copy of which appended as Exhibit FE, is granted conceptual approval.
- (b) Within one (1) year of the date of this ~~Third Amended~~Fourth Amendment to Consent Judgment, ~~Etkin~~Victor East shall submit for review and approval by the Livonia Planning Commission and the Livonia City Council pursuant to Section 13.13(12) of the City of Livonia Zoning Ordinance, plans and specifications for the final site plan, which shall include, without limitation, building elevations, preliminary engineering ~~plans, site lighting~~ plans, landscaping plans, sign plans, etc. that are substantially consistent with attached

Exhibits E and F. The City, as part of its review and approval of the site plan, shall be permitted to impose restrictions and conditions, including but not limited to site lighting, and refuse storage and disposal, and require modifications as deemed necessary to comply with the City of Livonia Code of Ordinances, except as permitted herein.

(c) The For-Lease Residential Townhomes shall be constructed of durable, long-lasting materials, including brick, stone, or other masonry products and siding approved by the City. At a minimum, the first floor of the buildings, exclusive of doors and windows, shall be brick, stone, or other masonry products. The second and third floors may contain fiber cement or high-quality horizontal and board and batten vinyl as may be approved by City staff and the Planning Commission.

(d) The City shall issue on a timely basis and without unreasonable delay, all such final site plan approval; and thereafter building and other permits as shall be necessary or appropriate for the development and construction of the Single-Story BuildingFor-Lease Residential Townhomes and subject to the conditions of this Third-AmendedFourth Amendment to Consent Judgment.

(d) The design of the Single-Story BuildingFor-Lease Residential Townhomes, including the materials used in construction, shall comply with applicable ordinance standards.

- (e) ~~Etkin~~Victor East shall commence construction of the ~~Single Story Building~~For-Lease Residential Townhomes within one (1) year of receiving final site plan approval.

2. Additional Conditions

- (a) The development of Parcel A ~~'shall'~~shall be subject to the following conditions:

- (i) The building and development shown in the ~~Single Story~~ Conceptual Plan, and the final site plan, shall comply with ~~all the development standards of Section 5.02 of the City of Livonia Zoning Ordinance, as amended, and with the NM1, Neighborhood Multifamily District Regulations as a Planned Residential Development, and all other~~ ordinances and regulations of the City, and all building code and engineering requirements, except as permitted herein.

- ~~(ii)~~ ~~Etkin shall provide such number of parking spaces required by the City of Livonia Zoning Ordinance No. 543, as amended. In the event that Etkin's proposed site plan does not comply with a restriction set forth in the City of Livonia Zoning Ordinance No. 543, as amended, Etkin shall be obligated to petition the Zoning Board of Appeals for relief from any such condition or requirement and abide by the decision of the Zoning Board of Appeals.~~

- ~~(iii)~~(ii) In the event Parcel A is not developed for, or ceases to be actively used for the ~~Single Story Building~~For-Lease Residential Townhomes for a period in excess of three (3) years, then any other proposed use of Parcel A for purposes

other than expressly permitted under the RUFC zoning classification shall be subject to approval of the Livonia City Council, which approval shall not be unreasonably withheld, so long as the proposed use- of Parcel A is ~~for an office~~For-Lease Residential Townhomes use ~~of~~for similar or lesser intensity ~~than the uses permitted under the PO zoning classification, as provided in this Fourth Amendment to Consent Judgment.~~ Any subsequent' approval given by the Livonia City Council, under this subparagraph shall be embodied into an amendment to this ~~Third Amended~~Fourth Amendment to Consent Judgment and entered with this Court. If the Livonia City Council approved a use- under this subparagraph, ~~Etkin~~Victor East or its successor in interest shall be required to obtain site plan approval for any approved use through the procedures in place.

- (~~iviii~~) The development, construction and use of Parcel A as described above shall not be considered to be non-conforming; however, Livonia's Zoning Ordinance, Section ~~18.18(b), 12.01,~~ shall control the continuation of the uses as though it were non-conforming in the event paragraph (~~iiiii~~) above becomes operative.

(b) Building and Other Permits for Parcel A

Pursuant to the other provisions of this ~~Third~~Fourth Amendment to Consent ~~Agreement~~Judgment, the City will issue building permits and all other permits necessary to enable the construction of the ~~Single Story Building~~For-Lease Residential Townhomes, in

accordance with the ~~Single Story~~ Conceptual Plan. ~~Etkin~~Victor East shall be required to pay all necessary fees and otherwise comply with the City's bonding requirements and ordinances.

~~(c) The City agrees to work with Wayne County and the State of Michigan to approve a separate curb cut along 7 Mile Road (as indicated on the Single Story Conceptual Plan) for a main boulevard entrance to serve the Single Story Building to be erected on Parcel A. Additionally, the City agrees to approve a separate curb cut along Victor Parkway (as indicated on the Single Story Conceptual Plan) for a secondary entrance to serve the Single Story Building to be erected on Parcel A. Etkin recognizes that 7 Mile Road is not under the jurisdiction of the City, and that approval from other governmental units or agencies such as the State of Michigan, Michigan Department of Transportation and/or the County of Wayne will be required but cannot be guaranteed.~~

~~(d) The City agrees to approve the installation of a ground sign on Parcel A at the curb cut along 7 Mile Road and the curb cut along Victor Parkway.~~

~~(e) The City agrees to allow 0.25 square feet of signage per one (1) lineal foot of façade along 7 Mile Road and along Victor Parkway. Signage may be divisible with no more than four (4) signs per façade.~~

(c) The City agrees to approve the installation of a conforming ground sign on Parcel A at the curb cut along Victor Parkway.

Section 2 - Enforcement of ~~Third Amended~~ Fourth Amendment to Consent Judgment

2.1 Enforcement of ~~Third Amended~~ Fourth Amendment to Consent Judgment

In the event of a proceeding to enforce this ~~Third Amended~~[Fourth Amendment to](#) Consent Judgment, any party may seek to recover costs and attorney fees in addition to any other applicable and available relief.

Section 3 – Additional Provisions

3.1 The terms and provisions of this ~~Third~~[Fourth](#) Amendment to Consent Judgment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The parties and their respective successors and assigns treat and cooperate with one another in good faith and shall neither take any action which is contrary to or interferes with the spirit of this ~~Third~~[Fourth](#) Amendment to Consent Judgment, nor omit any action which is necessary or convenient to or consistent with the spirit and intent of this ~~Third~~[Fourth](#) Amendment to Consent Judgment.

3.2 The parties shall execute any and all documents and/or enter into such agreements as are necessary or convenient to carry out the intent of this ~~Third~~[Fourth](#) Amendment to Consent Judgment.

3.3 This ~~Third~~[Fourth](#) Amendment to Consent Judgment is declared to be in recordable form, and the covenants contained herein are declared to be covenants running with the land and all portions or divisions thereof, and the Wayne County Register of Deeds be, and hereby is, ordered to record a true copy of this ~~Third~~[Fourth](#) Amendment to Consent Judgment in the land records of Wayne County.

3.4 The terms of this ~~Third~~[Fourth](#) Amendment to Consent Judgment may be amended to, changed or modified but only by written agreement executed by the parties hereto and approved and ordered by this Court.

3.5 To the extent that this ~~Third~~[Fourth](#) Amendment to Consent Judgment conflicts with any City Ordinance requirements, the terms of this ~~Third~~[Fourth](#) Amendment to Consent Judgment shall control. To the extent that this ~~Third~~[Fourth](#) Amendment to Consent Judgment is silent on issues regulated by City Ordinances, then the City Ordinance shall control, provided that the

application of any such Ordinance to this development shall not prevent or impede the construction or furtherance of the development as approved herein.

3.6 Notwithstanding anything herein to the contrary, the terms, conditions, restrictions, and covenants of this ~~Third~~Fourth Amendment to Consent Judgment are expressly subject to and shall be superseded by any future change in the zoning classification applicable to Parcel A which is approved by the City and the owner of the Parcel A which is subject to a change in zoning classification (in which case, the requirements of the zoning classification and any other agreement between the affected parties would control).

3.7- This Court retains jurisdiction to assure compliance with the terms of the ~~Third~~Fourth Amendment to Consent Judgment.

Circuit Court Judge

~~VICTOR EAST, LLC~~ _____

CITY OF LIVONIA

~~VICTOR EAST, LLC,~~
a Michigan limited liability company

By: _____
Maureen Miller Brosnan
Its: Mayor _____

By: _____
Douglas M. Etkin
Its: Manager

By: _____
Terry Marecki
Its: City Clerk _____

Bernier (P39119)

~~Donald L. Knapp, Jr. (P55637)~~Paul A.
City Attorney
Attorney for Defendant

Pursuant to Council Resolution #~~412-13~~

~~Adopted by City Council on December 16, 2013 are expressly subject to and shall be superseded by any future change in the zoning classification applicable to Parcel A~~

~~which is approved by the City and the owner of the Parcel A which is subject to a change in zoning classification (in which case, the requirements of the zoning classification and any other agreement between the affected parties would control).~~

~~3. 7 This Court retains jurisdiction to assure compliance with the terms of the Third Amendment to Consent Judgment.~~

Circuit Court Judge

VICTOR EAST, LLC
a Michigan limited liability company

CITY OF LIVONIA
By: _____

Its: Mayer

By: Douglas M. Etkin

Its: Manager
By: _____

Terry Marecki
Its: City Clerk

Donald L. Knapp, Jr. (P55637)
City Attorney

Attorney for Defendant

Pursuant to Council Resolution #412-13
Adoped by City Council on December 16,
2013Adopted by City Council on
_____, 2023

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

OAKWOOD HEALTHCARE SYSTEM,
a Michigan non-profit corporation, KENNETH
STONE, ROBERT J. BAZZETT,
NORMA E BAZZETT, CLARENCE ULLSTROM
and PATRICIA ULLSTROM,
Plaintiff

Case No. 97-704696-CZ
Hon. John A Murphy

v

CITY OF LIVONIA, a Michigan Municipal
Organization,

Defendant.

Paul A. Bernier (P39119)
Michael E. Fisher (P37037)
Attorneys for Defendant
33000 Civic Center Drive, FL 4
Livonia, MI 48154
734.466.2520
pbernier@livonia.gov
mfisher@livonia.gov

C. Kim Shierk (P37694)
Attorney for Plaintiffs
Williams Williams Rattner & Plunkett, P.C.
380 N Old Woodward Avenue
Suite 300
Birmingham, MI 48009
cks@wwrplaw.com

FOURTH AMENDMENT TO CONSENT JUDGMENT

At a session said Court, held in the
City of Detroit, County of Wayne,
State of Michigan

On: _____

Present: Honorable _____

Circuit Court Judge

UPON STIPULATION AND CONSENT OF THE PARTIES, by and through their respective attorneys, this court finds:

1. Defendant, City of Livonia (hereinafter "City"), is a municipal corporation, organized and existing under Act 279, Public Act 1909, as amended, MCL 117.1, et seq., located in Wayne County, Michigan.

2. Oakwood Healthcare System ("Oakwood") was the owner of certain land ("Property") that comprised approximately fourteen (14) acres located adjacent to Seven Mile Road and Victor Parkway in the City of Livonia. The legal description of the Property is attached as Exhibit A.

3. The portion of the Property which is approximately 6.376 acres located south of the drainage creek, which traverses the Property, shall be referred to as Parcel A. The legal description of Parcel A is attached as Exhibit B.

4. The portion of the Property which is comprised of approximately two (2) acres and is located north of the drainage creek at the western end of the Property shall be referred to as Parcel B. The legal description of Parcel B is attached as Exhibit C.

5. The portion of the Property that is comprised of approximately five and six tenths (5.6) acres located north of the drainage creek on the eastern side of the Property shall be referred to as Parcel C. The legal description of Parcel C is attached as Exhibit D.

6. Kenneth Stone, Robert J. Bazzett, Norma E. Bazzett, Clarence Ullstrom and Patricia Ullstrom, the prior owners of the Property, together with Oakwood, the then purchaser of the Property, filed an application with the City seeking to rezone the Property (along with an approximate 6.76 acres of adjoining property hereafter referred to as Parcel A) from RUFC, Rural Urban Farm District, to PO, High Rise Office, which was denied by the City Council on August 26, 1996. Thereafter, a Petition was filed with the City of Livonia Zoning Board of Appeals requesting a use variance which was denied. Ultimately, the then landowners and Oakwood filed a complaint against the City seeking a proposed use of the Property and seeking other relief. Ultimately, all of

the parties resolved their disputes by virtue of the entry of a Consent Judgment on the 22nd day of September, 1997.

7. Kenneth Stone, Robert J. Bazzett, Norma E. Bazzett, Clarence Ullstrom and Patricia Ullstrom previously conveyed the Property to Oakwood and, accordingly, have no further interest in the subject of the litigation and are therefore not a party to this Fourth Amendment to Consent Judgment.

8. On May 22, 2003, this Court entered an Amended Consent Judgment upon the stipulation of Oakwood, S & N Development Company, LLC ("S & N"), who was then the purchaser of Parcel A of the Property from Oakwood, and the City to permit a proposed development on Parcel A.

9. On April 21, 2006, this Court entered the Second Amended Consent Judgment upon the stipulation of Oakwood, Talon-Livonia TLE, LLC ("Talon"), who was then the purchaser of Parcels B and C of the Property, and the City to permit a proposed childcare facility to be constructed on Parcels B and C.

10. On February 6, 2014, this Court entered the Third Amendment to Consent Judgment upon stipulation of Victor East, LLC ("Victor East") which was the then owner of Parcel A of the Property.

11. In that Parcels B and C have been developed, because Talon is bound by the terms of the Second Amendment to Consent Judgment, and in that Talon and Parcels B and C are not affected by the development of Parcel A, Talon is not a party to this Fourth Amendment to Consent Judgment. Therefore, this Fourth Amendment to Consent Judgment is not intended to supersede the Second Amendment to Consent Judgment; but rather, its purpose is to only address the development of Parcel A.

12. Oakwood sold Parcel A to S & N. Oakwood has no further interest in the subject of the litigation and therefore is not a party to this Fourth Amendment to Consent Judgment.

13. Bank of America (hereinafter "B of A") acquired title to Parcel A by foreclosure of its mortgage on Parcel A. B of A sold Parcel A to Victor East who is the current owner of Parcel A therefore S & N and B of A have no further interest in the subject of the litigation and is therefore are not a party to this Fourth Amendment to Consent Judgment.

NOW THEREFORE, this Fourth Amendment to Consent Judgment being presented to the Court pursuant to stipulation of the parties and the Court having determined that this proposed Fourth Amendment to Consent Judgment is reasonable and just, and being otherwise fully advised in the premises;

IT IS HEREBY ORDERED:

Section 1 – Zoning and Development of the Property

1.1 Zoning of Parcel A
The zoning of Parcel A shall remain as set forth in the Amended Consent Judgment.

1.2 Development of Parcel A

From and after the date of this Fourth Amendment to Consent Judgment, the use and development of the subject property shall be as follows:

Development of Parcel A shall be as follows:

A. Parcel A

Regardless of the RUFC zoning classification, Parcel A may be developed and used for the uses set forth in the Amended Consent Judgment.

In addition to the uses set forth in the Amended Consent Judgment, Parcel A may be developed and used for a for-lease residential townhome development to be comprised of approximately 100 units in approximately 15 buildings and with attached garages (the "For-Lease Residential Townhomes") which has minimum setbacks from Seven Mile and Victor Parkway of fifteen (15) feet; minimum perimeter setback of fifteen (15) feet; minimum separation between buildings of fifteen (15) feet; and a maximum building height of thirty-five (35) feet to the mid-point

and three (3) stories in height. The conceptual rendering is attached as Exhibit E ("Conceptual Plan"), in accordance with the terms of this Fourth Amendment to Consent Judgment and the proposed conceptual elevations attached as Exhibit F (the "Building Elevations").

1. Plan Approval

- (a) The Conceptual Plan, a copy of which appended as Exhibit E, is granted conceptual approval.
- (b) Within one (1) year of the date of this Fourth Amendment to Consent Judgment, Victor East shall submit for review and approval by the Livonia Planning Commission and the Livonia City Council pursuant to Section 13.13(12) of the City of Livonia Zoning Ordinance, plans and specifications for the final site plan, which shall include, without limitation, building elevations, preliminary engineering plans, landscaping plans, sign plans, etc. that are substantially consistent with attached Exhibits E and F. The City, as part of its review and approval of the site plan, shall be permitted to impose restrictions and conditions and require modifications as deemed necessary to comply with the City of Livonia Code of Ordinances, except as permitted herein.
- (c) The For-Lease Residential Townhomes shall be constructed of durable, long-lasting materials, including brick, stone, or other masonry products and siding approved by the City. At a minimum, the first floor of the buildings, exclusive of doors and windows, shall be brick, stone, or other masonry products. The second and third floors may contain fiber cement or high-quality horizontal and board and batten vinyl as may be approved by City staff and the Planning Commission.

- (d) The City shall issue on a timely basis and without unreasonable delay, all such final site plan approval; and thereafter building and other permits as shall be necessary or appropriate for the development and construction of the For-Lease Residential Townhomes and subject to the conditions of this Fourth Amendment to Consent Judgment.
- (d) The design of the For-Lease Residential Townhomes, including the materials used in construction, shall comply with applicable ordinance standards.
- (e) Victor East shall commence construction of the For-Lease Residential Townhomes within one (1) year of receiving final site plan approval.

2. Additional Conditions

- (a) The development of Parcel A shall be subject to the following conditions:
 - (i) The building and development shown in the Conceptual Plan, and the final site plan, shall comply with the development standards of Section 5.02 of the City of Livonia Zoning Ordinance, as amended, and with the NM1, Neighborhood Multifamily District Regulations as a Planned Residential Development, and all other ordinances and regulations of the City, and all building code and engineering requirements, except as permitted herein.
 - (ii) In the event Parcel A is not developed for, or ceases to be actively used for the For-Lease Residential Townhomes for a period in excess of three (3) years, then any other

proposed use of Parcel A for purposes other than expressly permitted under the RUFC zoning classification shall be subject to approval of the Livonia City Council, which approval shall not be unreasonably withheld, so long as the proposed use of Parcel A is For-Lease Residential Townhomes use or similar or lesser intensity, as provided in this Fourth Amendment to Consent Judgment. Any subsequent approval given by the Livonia City Council, under this subparagraph shall be embodied into an amendment to this Fourth Amendment to Consent Judgment and entered with this Court. If the Livonia City Council approved a use under this subparagraph, Victor East or its successor in interest shall be required to obtain site plan approval for any approved use through the procedures in place.

- (iii) The development, construction and use of Parcel A as described above shall not be considered to be non-conforming; however, Livonia's Zoning Ordinance, Section 12.01, shall control the continuation of the uses as though it were non-conforming in the event paragraph (ii) above becomes operative.

(b) Building and Other Permits for Parcel A

Pursuant to the other provisions of this Fourth Amendment to Consent Judgment, the City will issue building permits and all other permits necessary to enable the construction of the For-Lease Residential Townhomes, in accordance with the Conceptual Plan.

Victor East shall be required to pay all necessary fees and otherwise comply with the City's bonding requirements and ordinances.

- (c) The City agrees to approve the installation of a conforming ground sign on Parcel A at the curb cut along Victor Parkway.

Section 2 - Enforcement of Fourth Amendment to Consent Judgment

2.1 Enforcement of Fourth Amendment to Consent Judgment

In the event of a proceeding to enforce this Fourth Amendment to Consent Judgment, any party may seek to recover costs and attorney fees in addition to any other applicable and available relief.

Section 3 – Additional Provisions

3.1 The terms and provisions of this Fourth Amendment to Consent Judgment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The parties and their respective successors and assigns treat and cooperate with one another in good faith and shall neither take any action which is contrary to or interferes with the spirit of this Fourth Amendment to Consent Judgment, nor omit any action which is necessary or convenient to or consistent with the spirit and intent of this Fourth Amendment to Consent Judgment.

3.2 The parties shall execute any and all documents and/or enter into such agreements as are necessary or convenient to carry out the intent of this Fourth Amendment to Consent Judgment.

3.3 This Fourth Amendment to Consent Judgment is declared to be in recordable form, and the covenants contained herein are declared to be covenants running with the land and all portions or divisions thereof, and the Wayne County Register of Deeds be, and hereby is, ordered to record a true copy of this Fourth Amendment to Consent Judgment in the land records of Wayne County.

3.4 The terms of this Fourth Amendment to Consent Judgment may be amended to, changed or modified but only by written agreement executed by the parties hereto and approved and ordered by this Court.

3.5 To the extent that this Fourth Amendment to Consent Judgment conflicts with any City Ordinance requirements, the terms of this Fourth Amendment to Consent Judgment shall control. To the extent that this Fourth Amendment to Consent Judgment is silent on issues regulated by City Ordinances, then the City Ordinance shall control, provided that the application of any such Ordinance to this development shall not prevent or impede the construction or furtherance of the development as approved herein.

3.6 Notwithstanding anything herein to the contrary, the terms, conditions, restrictions, and covenants of this Fourth Amendment to Consent Judgment are expressly subject to and shall be superseded by any future change in the zoning classification applicable to Parcel A which is approved by the City and the owner of the Parcel A which is subject to a change in zoning classification (in which case, the requirements of the zoning classification and any other agreement between the affected parties would control).

3.7 This Court retains jurisdiction to assure compliance with the terms of the Fourth Amendment to Consent Judgment.

Circuit Court Judge

CITY OF LIVONIA

VICTOR EAST, LLC,
a Michigan limited liability company

By: _____
Maureen Miller Brosnan
Its: Mayor

By: _____
Douglas M. Etkin
Its: Manager

By: _____
Terry Marecki
Its: City Clerk

Paul A. Bernier (P39119)
City Attorney
Attorney for Defendant

Pursuant to Council Resolution #_____
Adopted by City Council on _____, 2023

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

EXHIBIT F

Regular Meeting Minutes of December 16, 2013

On a motion by Robinson, seconded by Laura, it was:

#412-13 RESOLVED, that having considered a request dated December 2, 2013, from the Etkin Land Acquisition II, LLC, requesting approval of the conceptual site plan and rendering and an amendment to the Second Amendment to Consent Judgment previously entered in connection with Oakwood Healthcare System, et al v City of Livonia, Wayne County Circuit Court Case No. 97-704696-NZ, the Council does hereby authorize the Department of Law to stipulate to the entry of a Third Amendment to Consent Judgment in Wayne County Circuit Court Case No. 97-704696-NZ, with respect to certain property located on the Northeast corner of Seven Mile Road and Victor Parkway, permitting, in addition to the uses of the subject property set forth in the Amended Consent Judgment, use of the subject property for a single story office building substantially conforming to the rendering and site plan attached to the Third Amendment to Consent Judgment; and the Department of Law is hereby authorized to do all things necessary or incidental to the full performance of this resolution.

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

Ayes:	Laura, Pastor, Robinson, Kritzman, McCann, and Toy
Nays:	None
Absent:	None

Regular Meeting of March 8, 2006

A communication from the Talon Development Group, Inc., 550 Hulet Drive, Suite 103, Bloomfield Hills, MI 48302, dated March 8, 2006, re: Proposed Amendment to Consent Judgment for the Northeast Corner of Seven Mile Road and Victor Parkway, Livonia, MI 48154, was received and placed on file for the information of the Council.

On a motion by Knapp, seconded by Godfroid-Marecki, and unanimously adopted, it was:

CR 111-06 RESOLVED, that having considered a letter from Mark Yagerlener, Agent for Oakwood Healthcare System, dated February 15, 2006, requesting approval of a Second Amendment to Consent Judgment previously entered in connection with Oakwood Healthcare System, et al v City of Livonia, Wayne County Circuit Court Case No. 97-704696 NZ, the Council does hereby authorize the Department of Law to stipulate to the entry of the proposed Second Amendment to Consent Judgment in Wayne County Circuit Court Case No. 97-704696 NZ, with respect to certain property located on the north side of Seven Mile Road east of Victor Parkway, with the deletion of the phrase **“including, without limitation, the minimum 5,000 square foot outdoor fenced play area as required by the applicable rules and regulations of the State of Michigan for a day care facility, notwithstanding any other requirements under the City of Livonia Zoning Ordinance”** and contingent upon City Council approval of the Site Plan for construction of a child care facility on the site; and the Department of Law is hereby authorized to do all things necessary or incidental to the full performance of this resolution.

Ayes:	Taylor, Knapp, Meakin, Godfroid-Marecki, Laura, Robinson, McCann
Nays:	None
Absent:	None

Regular Meeting of February 12, 2003

On a motion by Knapp, seconded by Brosnan, and unanimously adopted,
it was:

CR 52-03 RESOLVED, that having considered the report and recommendation of the Committee of the Whole, dated January 27, 2003, submitted pursuant to Council Resolution 548-02, in connection with a letter from Allan Nachman, Butzel Long, on behalf of S & N Development Company, LLC, dated October 4, 2002, requesting to amend the Consent Judgment previously entered in connection with Oakwood Healthcare System, et al v City of Livonia, Wayne County Circuit Court Case No. 97-704696 NZ, the Council does hereby authorize the Department of Law to stipulate to the entry of the proposed Amended Consent Judgment in Wayne County Circuit Court Case No. 97-704696NZ, as submitted by Butzel Long, dated January 29, 2003 (as revised), with respect to certain property located on the north side of Seven Mile Road east of Victor Parkway in order for the petitioner to propose an office use of similar or lesser intensity than the original proposed medical office building; and the Department of Law is hereby authorized to do all things necessary or incidental to the full performance of this resolution.

Ayes:	Brosnan, Knapp, Vandersloot, Dolan, Taylor, Engebretson
Nays:	None
Absent:	Joe Laura

Regular Meeting Minutes of August 11, 1997

On a motion by Feenstra, seconded by Duggan, it was:

#663-97 RESOLVED, that having considered the report and recommendation of the Department of Law, dated July 21, 1997, which is approved for submission by the Mayor, the Council does hereby authorize the Department of Law to stipulate to the entry of the attached Consent Judgment in Wayne County Circuit Court Case No. 97-704696NZ with respect to certain property located on the north side of Seven Mile Road east of Victor Parkway; and the Department of Law is hereby authorized to do all things necessary or incidental to the full performance of this resolution.

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

Ayes:	Feenstra, Vandersloot, McGee, Taylor, Duggan, and Laura.
Nays:	Brosnan.
Absent:	None

The President declared the resolution adopted.

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

2. WAIVER USE PETITION: Planning Commission, re: Petition 2023-10-02-13 submitted by Michael Duffield, requesting waiver use approval to operate a ski and snowboard training facility (Shredder Livonia) at 32543 Schoolcraft Road, located on the south side of Schoolcraft Road between Hubbard Avenue and Farmington Road in the Northwest $\frac{1}{4}$ of Section 27.

Mark Taormina, Planning and Economic Development Director, presented the request to Council.

Mikey Duffield was present to answer questions.

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

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

2.

Planning
November 15, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Stephanie Reece, Program Supervisor,

AGENDA ITEM

WAIVER USE PETITION: Planning Commission, re: Petition 2023-10-02-13 submitted by Michael Duffield, requesting waiver use approval to operate a ski and snowboard training facility (Shredder Livonia) at 32543 Schoolcraft Road, located on the south side of Schoolcraft Road between Hubbard Avenue and Farmington Road in the Northwest ¼ of Section 27.

BACKGROUND DETAILS

November 16, 2023

Honorable Members of the City Council
City of Livonia, Michigan

Re: Petition 2023-10-02-13 – Shredder Livonia

Dear Council Members:

At the 1,206th Public Hearings and Regular Meeting held by the City Planning Commission on November 14, 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)

#11-66-2023 RESOLVED, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-10-02-13 submitted by Michael Duffield requesting waiver use approval under Section 6.32 of the Livonia Zoning Ordinance, as amended, to operate a ski and snowboard training facility (Shredder Livonia) at 32543 Schoolcraft Road, located on the south side of Schoolcraft Road between Hubbard Avenue and Farmington Road in the Northwest ¼ of Section 27, be approved subject to the following conditions:

1. The site plan, identified as Project Number S0.1, dated October 17, 2023, prepared by Rushfield L.L.C., is hereby approved and shall be adhered to.
2. Adequate off-street parking shall be provided to comply with the parking requirement for employees and patrons under Section 9.05 of the Zoning Ordinance.
3. Only conforming signs are approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.

4. The specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time of application for building permits and

5. Under Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one year only from the date of approval by the City Council. Unless the appropriate permits are obtained, this approval shall be null and void at the expiration of said period.

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

ATTACHMENTS

1. 2023-10-02-13_E-COUNCIL Pkt

APPROVED BY



Date: November 17, 2023

Mark Taormina, Planning and Economic Development Director



Date: November 17, 2023

Maureen Miller Brosnan, Mayor

Petition 2023-10-02-13 submitted by Michael Duffield
requesting waiver use approval under Section 6.32 of the Livonia
Zoning Ordinance, as amended, to operate a ski and snowboard
training facility (Shredder Livonia) at 32543 Schoolcraft Road,
located on the south side of Schoolcraft Road between Hubbard
Avenue and Farmington Road in the Northwest ¼ of Section 27.

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

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

For filling fee see below for computation

Date Filed: 10-18-23 Petition 2023-10-02-13
Site Address: 32543 Schoolcraft Rd Sidwell _____ Zoning of Property M-1
Requesting Approval To Indoor Recreation
Applicant: Michael Duffield Business/Company: Shredder
Applicant's Address: 11672 Crooked Ln. City: South Lyon State: MI Zip Code: 48178
Applicant's Phone # 734, 751-6763 Applicant's Email mjduffield23@gmail.com
Contact Person: Michael Duffield Business/Company: Shredder
Contact's Address: 11672 Crooked Ln. City: South Lyon State: MI Zip Code: 48178
Contact's Phone # 734, 751-6763 Contact's Email mjduffield23@gmail.com

Please provide the following information:

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

RECEIVED
OCT 19 2023
CITY OF LIVONIA
PLANNING COMMISSION

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

FEE COMPUTATION

\$700.00 (\$400 publication fee plus \$300 base review fee) plus

_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft. plus \$30 per lot or unit for residential construction.

(NOTE: Round off to nearest 1,000) + _____
Total Amount Due \$ _____

Owner of Property: Asgard Management
Owner's Address: 32553 Schoolcraft City: Livonia State: MI Zip Code: 48150
Owner's Phone # () _____ Owner's Email mike@asgardmanagement.com
Signature of Owner: _____ Print Name: Mike Butcher
Subscribed and sworn to before me, a Notary Public in and for the County of Oakland State of Michigan
on this 17th day of October 20 23
Signature of Notary: _____ My commission expires 2/28/25
Acting in the County of Michigan

JANET BELLGRAPH
Notary Public, State of Michigan
County of Oakland
My Commission Expires Dec. 09, 2025
Acting in the County of Michigan

RECEIVED
OFFICE OF THE CITY CLERK
2023 OCT 18 PM 2:24

UNAPPROVED MINUTES

1

MINUTES OF THE 1,206th PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, November 14, 2023, the City Planning Commission of the City of Livonia held its 1,206th 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: Sam Caramagno Glen Long Peter Ventura
Ian Wilshaw

Members absent: Wafa Dinaro David Bongero

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

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

ITEM #1 PETITION 2023-10-02-13

Shredder Livonia

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2023-10-02-13 submitted by Michael Duffield requesting waiver use approval under Section 6.32 of the Livonia Zoning Ordinance, as amended, to operate a ski and snowboard training facility (Shredder Livonia) at 32543 Schoolcraft Road, located on the south side of Schoolcraft Road between Hubbard Avenue and Farmington Road in the Northwest ¼ of Section 27.

Mr. Uhazie: Good evening. This is a request to operate a ski and snowboard training facility. It is located on the south side of Schoolcraft between Hubbard Avenue and Farmington Road. The current zoning is M-1 (Light manufacturing). Approval to operate this type of use falls under Section 16.32 of the Zoning Ordinance. Because of the buildings, open spaces and high ceilings, industrial buildings are desired for fitness and training centers. A key criterion in determining whether this type is appropriate is ensuring that all parking and egress to the facility does not pose a safety hazard to interfere with regular traffic. The subject site measures approximately 160 feet by 577 feet for a total lot area of about 92,320 square feet. The multi-tenant industrial building on the site is approximately 31,000 square feet in size and is located near the middle of the property. Parking is located along the east side of the building. The surrounding neighborhood to the east and west are industrial uses of M-1 and M-2. To the south of the property is zoned PL and to the north is the I 96 expressway. The proposal is for Shredders Livonia would occupy a middle unit in the building. The space measures 80 feet by 68 feet for a total of 5,440 square feet. The main entrance would be located in the southeast corner of the unit. The floor layout includes a lobby and reception area, two restrooms, a large open area with a 10-foot-high ramp and two six-foot-high ramps. The petitioner is not planning any exterior building modifications with this proposal. Parking would require a total of 22 parking spaces. Even though students could park anywhere on the site, there are at least 22 parking spaces in proximity to the subject unit. The business operation according to the petitioner would have an average class size of four to five young adults, most of whom are dropped off. The busier classes generally run in the afternoon and evening, and not during peak operating hours of the businesses in the complex. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Uhazie: The first item is from the Engineering Division, dated October 18, 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 waiver use at this time, but would like to note the following items: 1. The subject parcel is assigned the address range of #32541 thru #32553 Schoolcraft Road, with the address of #32543 Schoolcraft Road being assigned to the overall parcel. 2. The legal description included with the submitted drawings appears to be correct, and should be used in conjunction with this project should the waiver use be approved. 3. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings do not include any*

information regarding proposed services to the buildings, but we do not believe there will be any negative impacts to the system with the proposed usages. 4. Any work within the Schoolcraft Road right-of-way will require permitting through City of Livonia's Engineering Department." The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated October 19, 2023, which reads as follows: *"This office has reviewed the site plan submitted in connection with a request to modify a commercial building on property located at the above referenced address. We have no objections to this proposal with the following stipulations: 1. If space is sprinkled or fire alarm monitored, these systems must remain and function as designed. 2. Due to proximity of the ramps to egress doors and potential height of ramps; Exit signs, emergency lights may have to positioned for a better visual on egress routes. 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 18, 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 27, 2023, which reads as follows: *"Pursuant to your request, the above-referenced petition has been reviewed. This Department has no objections to this petition."* The letter is signed by Jerome Hanna, Director of Inspection. The next letter is from the Finance Department, dated October 19, 2023, which reads as follows: *"I have reviewed the addresses connected with the above noted petition. As there are no outstanding amounts receivable, general or water and sewer, I have no objections to the proposal."* The letter is signed by Connie Kumpula, Chief Accountant. The next letter is from the Treasurer's Department, dated October 23, 2023, which reads as follows: *"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 do not have an objection to this proposal. 2023 Summer taxes were received in the mail and posted paid in the afternoon of October 20, 2023."* The letter is signed by Lynda Scheel, Treasurer. We did receive an email correspondence dated November 13, 2023 that reads: *"To Whom it May Concern: I am writing to you because I cannot be there in person on Tuesday November the 14th re: above petition. The Macomb Group, located in the 32567 Schoolcraft building, directly next to property in question, is against the waiver to allow the facility in the 32451-32553 building to*

operate as a skate/sky training facility. The Macomb Group has been in our building for 20 plus years and we have deliveries throughout the day. The added traffic in the easement area would greatly impact our daily business and create undue stress and liability issues that we do not wish to engage in. I do not wish to holdback an entrepreneur for doing business, I just ask that the City Planning Commission stick to its current Zoning Ordinance plan and not allow this type of business to operate in the location described in Petition 2023-10-02-13": That email is signed Keith Schatko, Macomb Group. That is the extent of the correspondence.

Mr. Wilshaw: All right, thank you Mr. Uhazie. Is there any questions for our planning staff? I don't see any questions from our planning staff. The petitioner is in our audience. Good evening, sir. You're welcome to come forward to our podium. And we'll ask you to start with your name and address for our record.

Michael Duffield, 32543 Schoolcraft, Livonia, Mil. I'm the owner operator of Shredder Livonia.

Mr. Wilshaw: Thank you for coming. Mr. Duffield. Is there anything else that you'd like to tell us about your business?

Mr. Duffield: Yes. So, Shredder is, as was stated, is an indoor training school for skiing for kids aged one through 10. And it's designed to take out the environment of learning how to snowboard, the snow, the fear of the mountains and bring it in to an indoor safe, controlled fun environment for kids. so they can learn and make the day overall more enjoyable for families when they can get out to the hill, because half the time it's just, you know, two runs and a hot chocolate because they're tired or cold. They don't know what they're doing. It's hard to learn. This brings it inside in a quick little 40-minute session over seven-to-10-week course of lessons where they're learning on a curriculum that is based off of PSAI and AASI professional skiing and snowboarding instructors classes that are taught throughout the country. So, what they're being taught here, they can go anywhere out west or to a local hill and get lessons there as well and there they would be receiving the same type of instruction. So, the school is not designed to replace on mountain riding by any means, it's designed to help kids get there faster, safer, and have more fun with it. Like was stated earlier as well, it's a 40 minute class. It is a drop off style class, but most parents don't. If you think about like a swim class or soccer, a lot of parents love to sit there and watch their kids progress and learn, and that's the whole point of

that lobby area there and have it nice and wide open for them to watch. So with you know, I can understand the safety concerns within the industrial area, and I appreciate this waiver-use get an opportunity to bring this here. It's like there's going to be parents and you know, helping the little ones get in and out of the class and only four at a time. So it's only gonna be very, very light traffic throughout each hour kind of at one time, and luckily how we have it set up on the site plan here of how this building is set up, all of the parking is on one side of the building and the shipping receiving for this building is all on another avenue. They do not share a ramp and will not cause any strife to any type of delivery being made at this building once it gets filled up with other tenants or any other adjacent building. And as well, luckily that the width of the front lot of the building, there's at least the required parking in that designated area. We know a lot of parking in front of it, but it is first come first serve. But there's a lot in that front area that at a max time, you know, every hour can only see five or six vehicles, tops. So really excited to bring this to Livonia and get kids learning how to ski and snowboard.

Mr. Wilshaw: We appreciate your presentation. Let's see if we have any questions from any of our commissioners for you. Does anybody have any questions for our petitioner? Mr. Ventura,

Mr. Ventura: I was not able to attend the study session so if these questions have been asked and answered you can just tell me that. Looking at the lobby area, is that an enclosed area?

Mr. Duffield: It'll be wide open, so it'll just be like your half height pony wall. So, the only walls will be those bathrooms. Those won't even be full height to the ceiling either because the bottom of the joist are 16 feet right and then yeah, and on the left side there is a big kind of U shaped desk that we would utilize for the front reception area for check in, answering phone calls, monitoring the facility, and then that lobby area does have a dividing wall but it's only a partial height.point.

Mr. Ventura: I see the pony walls. You'll have seating there so parents can watch. How do your students get up to the 10-foot-high ramp platform or the six-foot-high ramp platform? I don't see the stairs.

Mr. Duffield: They walk up them either strapped into the skis or definitely not the board.

- Mr. Ventura: They walk up the incline?
- Mr. Duffield: Correct. Yeah, it's only a 15-degree slope. So, the design of the L-shape for the two little ones is just to be a one-way traffic. One way up. One way down. Then the big ramp is about 20 to 25 feet wide. So enough room to unstrap and have them walk up either...you know, depending on the age, there's the one to three classes, the parents are involved. So, parents have to be there, and those kids aren't getting on the big ramp anyway, at that time. And then four to 10, depending on their skill level, either learning to carry the ski, so that's also part of it. Part of being on the mountain is carrying skis, carrying the board, carrying your equipment because it gets heavy for parents lugging around. I have a seven- and four-year-old and I do that every weekend. But yeah, it's walking up the ramp on each side...it's a little way up on one side. Some of the facilities out west...I forgot to mention, this is a franchise that we're bringing here. It is based in Colorado. Six currently in Colorado that has been operating for 12 years, and we will be the first to bring this to Michigan. A couple of facilities there do have little handrails to kind of help the kiddos up on the side, as well, if needed. So that's not in the design right now, but should it be needed, and I don't think it is from the classes that I've seen out there and using the ramps myself, it's easy enough and small enough pitch that they can walk up.
- Mr. Ventura: Okay. I guess my last observation is that it appears that the bathrooms are 10 feet away from the bottom of the ramp. Is that the side they would be going up? I'm just thinking if somebody came down outside, they could easily run into the bathroom.
- Mr. Duffield: That's a great observation. That is designed to be the up direction. We will have that labeled. That's an instruction led class. There's a chance that it will but it's not designed to be that way at least.
- Mr. Ventura: Okay, thank you.
- Mr. Wilshaw: Thank you, and Mr. Duffield, can you give us your background in training, in snowboarding, skiing, I know you have some experience?
- Mr. Duffield: I started snowboarding when I was 13. So over 23 years now. I skied for two years and have been snowboarding ever since. In college I taught some classes at the local hill at Michigan Tech, as well. I taught for two and a half years there and was also part

of the mountain crew just doing maintenance around the hill. I have not taught skiing classes but have done enough snowboarding, and also with my little girls again, four- and seven-year-old, they've been snowboarding since they were two, so going into their fifth and third seasons this year and I've taught in that realm. Plus, aside from the teaching aspect of things, just management positions that I've had as well in school at a local pizza restaurant, and in my current work job as well. So having that business aspect to it, tie it all together.

Mr. Wilshaw: Excellent. Thank you that helps us understand your background as well. Any other questions for our petitioner?

Mr. Long: It said the class size is four?

Mr. Duffield: Four kids, correct.

Mr. Long: Okay. And so that, obviously, that's small, what's your hours of operation? How many? And how many kids do you envision having.

Mr. Duffield: I am planning on anywhere from eight to seven, eight to eight, maybe starting at nine, depending on the demand needs. Every facility is different. Different scheduling. Different timing. So, it all depends on what people would like to sign up for and what they do, but we're going to be available to be there for them. And we'll... obviously, the first year there is gonna be a lot of fluctuation of when we will be scheduling and see when the peak is, but it will be, you know, eight to nine- ish from six to seven or so. And the very beginning with, you know, getting people introduced to it and minimal staff, it'll be one class an hour, so just gonna be the four students every hour, one instructor. As we start to grow, we can start overlapping those classes every 20 minutes or so. So, at peak times, I think the, you know, the biggest facility out there is doing three classes an hour for a couple hours starting on the hour, on the 20, and on the 40, and then that way, it's designed to have, you know, a quick 40-minute thing for the kids and there's a 20-minute break for the instructor. So regardless of what their schedule, there's always that 20-minute break for the employee. So very, very peak. I don't foresee us getting to that three in an hour, at least for a few years. If we get to that point. But definitely that overlap in and having eight students there, which could potentially mean eight to 10 cars. Depending on how many employees we have working at a time.

UNAPPROVED MINUTES

8

Mr. Long: Thank you. Thank you, Mr. Chairman.

Mr. Wilshaw: Thank you, Mr. Long. Any other questions?

Mr. Caramagno: How do you advertise yourself in the metro Detroit area? How do you let people know you're here?

Mr. Duffield: It's gonna be a lot of word of mouth to start and social media advertising and getting the local papers. Trying to do a lot of, you know, brochures, just getting the name out there, telling as many people as we can. All of our friends in the area and investing a little bit more in marketing in the beginning, because the franchise is helping us establish that internet social media presence and getting internet searches set up. So, if people are starting to search different classes, we can pop up on that front. And it's been word of mouth for them as well is how they've been as successful as they've been. Once a parent and students get in there, they tell all their friends about hey, check out this awesome class my kid is doing and it's something different, other than these other activities that we have all signed up and you might want to check it out. So, we're not going to be relying on the word of mouth at first, we will be doing a little bit more. We will reach out to local reporters trying to get adverts in the paper ads in different types of magazines and local areas and not just Livonia but the surrounding cities as well.

Mr. Caramagno: How about any signage on this property?

Mr. Duffield: No, we will have window decals and stickers on the door. I know we will have...we were looking at maybe having one on the outside depending on what we can get approval with the city, but it's not proposed right now because it's not needed. It's a destination type facility. They don't need people driving by seeing the sign and be like, hey, I'm gonna check that out. Because that's not the classes that we offer. That's the destination class. So once they find it the first time, they're gonna know exactly where it is what to do.

Mr. Caramagno: Two more questions. You'd mentioned rentals. Last time you met with us at the planning study session, you mentioned rentals. Are the rentals for use

in your building? Or is it...are the rentals for taking to say Mount Holly, Mount Brighton somewhere around here?

Mr. Duffield: Correct. Yeah, so in the facility, we will have all the equipment that is needed for the students. They're encouraged to bring their own helmets for safety, but we obviously don't have extra on hand, but that is included in the cost of the class and sign up for the sessions is the equipment needed to participate. The rental program is going to be separate and that would be students wanting to rent for either a season, or a weekend and taking it to the local hill.

Mr. Caramagno: And then the final question I've got is once you're approved, how long will it take you to build this out? When will you be open?

Mr. Duffield: We are shooting for January, as soon as we can. It's the...luckily the buildings that we have to do, it's not much. The landlord is luckily gonna help us with the bathrooms on that front area. Those two ramps, there's a company that the franchise has used before for all six facilities called Urban Mountain. They're gonna come out and they said it takes a week to construct those laid on the floor. It's called dolmar. It's like a gymnastics mat that just covers the floor. So it's nice soft cushioning is type material. And as long as things go according to plan, then luckily it's, you know, not much demo in the building that's completely wide open now. A month or two at the max.

Mr. Caramagno: Thank you.

Mr. Wilshaw: Thank you. Thank you, Mr. Caramagno. Any other questions for our petitioner? And I don't think there's anyone in the audience. But if there's anyone in the audience wishing to speak, I don't see anybody. I wanted to give that opportunity since it is a public hearing. Mr. Duffield, is there anything else that you would like to let us know before we make our decision?

Mr. Duffield: No, thank you. Thank you for everything Thank you for your time very much.

Mr. Wilshaw: Well, thank you for being here. And we're gonna make our decision here in just a moment. I will close the public hearing at this time and a motion is in order.

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

#11-66-2023 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2023-10-02-13

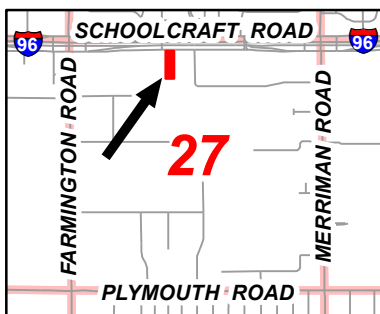
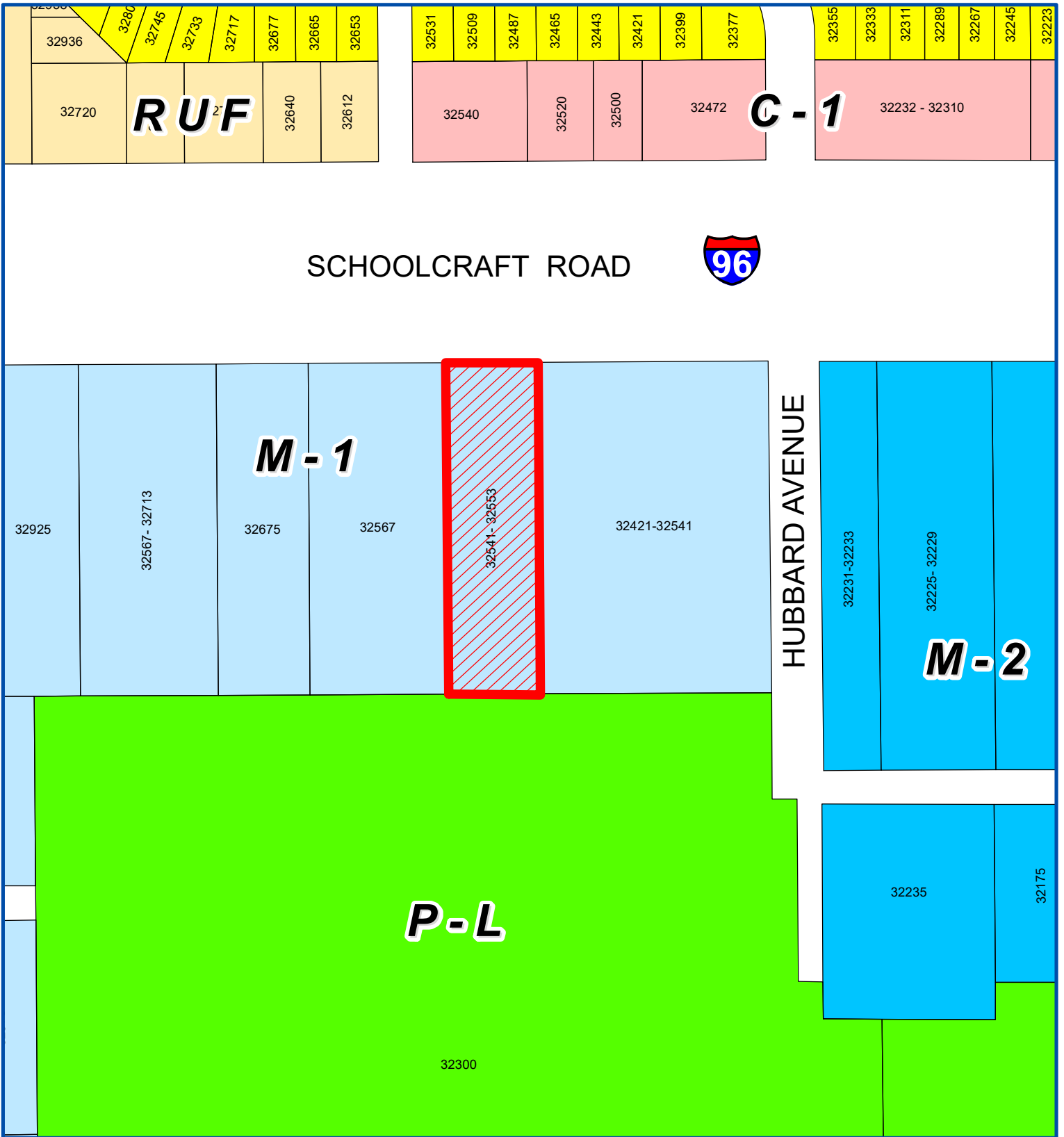
submitted by Michael Duffield requesting waiver use approval under Section 6.32 of the Livonia Zoning Ordinance, as amended, to operate a ski and snowboard training facility (Shredder Livonia) at 32543 Schoolcraft Road, located on the south side of Schoolcraft Road between Hubbard Avenue and Farmington Road in the Northwest ¼ of Section 27, be approved subject to the following conditions:

1. The site plan, identified as Project Number S0.1, dated October 17, 2023, prepared by Rushfield L.L.C., is hereby approved and shall be adhered to.
2. Adequate off-street parking shall be provided to comply with the parking requirement for employees and patrons under Section 9.05 of the Zoning Ordinance.
3. Only conforming signs are approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
4. The specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time of application for building permits and
5. Under Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one year only from the date of approval by the City Council. Unless the appropriate permits are obtained, this approval shall be null and void at the expiration of said period.

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

Mr. Wilshaw: Is there any discussion?

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



Address & Zoning Map

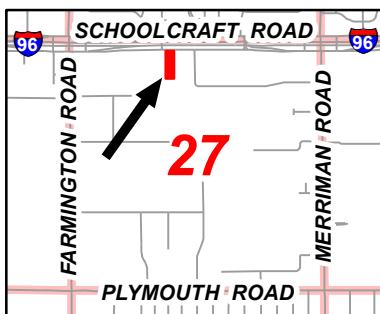
Petition 2023-10-02-13
Shredder Livonia
32543 Schoolcraft Road



Not to Scale

City of Livonia
Planning Department

SCHOOLCRAFT ROAD



Aerial Map

Petition 2023-10-02-13
Shredder Livonia
32543 Schoolcraft Road



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2023-10-02-13 submitted by Michael Duffield requesting waiver use approval under Section 6.32 of the Livonia Zoning Ordinance, as amended, to operate a ski and snowboard training facility (Shredder Livonia) at 32543 Schoolcraft Road, located on the south side of Schoolcraft Road between Hubbard Avenue and Farmington Road in the Northwest ¼ of Section 27.

October 24, 2023: Study Meeting:

Shredder Livonia seeks approval to operate a ski and snowboard training facility inside a multi-tenant industrial building located on the south side of Schoolcraft Road, approximately 400 feet west of Hubbard Avenue. The subject property is zoned M-1, Light Manufacturing. Approval to operate this type of use falls under Section 16.32 of the Zoning Ordinance, which allows public or private indoor recreational facilities and athletic training schools in the M-1 District subject to waiver use approval. Uses such as fitness centers, gymnastics training facilities, martial arts and cheerleading schools, baseball and softball practice areas, and archery ranges may be allowed in industrial buildings because of unique features or characteristics that these uses require, such as wide-open spaces or higher ceilings. A key criterion in determining whether this type is appropriate is ensuring that all parking and ingress/egress to the facility does not pose a safety hazard or interfere with regular industrial traffic.

The subject site measures approximately 160 feet in frontage along Schoolcraft Road by a depth of 577 feet for a total lot area of about 92,320 square feet. The multi-tenant industrial building on the site is approximately 31,000 square feet and is near the middle of the property. Parking is located along the east side of the building.

To the east and west are industrial uses zoned M-1, Light Manufacturing, and M-2, General Manufacturing. Abutting to the south is property zoned P-L, Public Lands. To the north is the I-96 Expressway.

Shredder Livonia would occupy a middle unit in the building. The space would measure 80 feet x 68 feet for a total of 5,440 square feet. The submitted floor plan shows the unit's main entrance in the southeast corner. Also shown are a lobby and reception area, two restrooms, and a large open area with a ten-foot (10') high ramp and two six-foot (6') high ramps. The petitioner is not planning any exterior building modifications with this proposal.

One (1) parking space for every 200 square feet of floor area is required for indoor recreational use. Based on the unit size (5,440 x 80% ÷ 200), a total of twenty-two (22) parking spaces are required. Even though students could park anywhere

PUBLIC HEARING

ITEM 1 Petition 2023-10-02-13 – Shredder Livonia

Page 2

on the site, there are at least twenty-two (22) parking spaces near the subject unit. According to discussions with the Petitioner, Mikey Duffield, the average class size is 4 to 5 young adults, most of whom are dropped off. The busier classes generally run in the late afternoon and evening rather than during the peak operating hours of the other businesses in the complex.

Visit <https://www.shredderski.com/> for information describing the business and a better understanding of what Shredder is about.

November 14, 2023: Public Hearing:

Approving Resolution: The request to operate a ski and snowboard training facility (Shredder Livonia) at 32535 Schoolcraft Road is hereby approved, subject to City Council approval and the following conditions:

1. The site plan, identified as Project Number S0.1, dated October 17, 2023, prepared by Rushfield L.L.C., is hereby approved and shall be adhered to.
2. Adequate off-street parking shall be provided to comply with the parking requirement for employees and patrons under Section 9.05 of the Zoning Ordinance.
3. Only conforming signs are approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
4. The specific plan referenced in this approving resolution shall be submitted to the Inspection Department at the time of application for building permits and
5. Under Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one year only from the date of approval by the City Council. Unless the appropriate permits are obtained, this approval shall be null and void at the expiration of said period.

Denying Reasons: The request to operate a ski and snowboard training facility (Shredder Livonia) at 32535 Schoolcraft Road is denied for the following reasons:

1. The petitioner has failed to comply with all general standards and requirements outlined in Sections 1.02, 6.32, and 13.13 of the Livonia Zoning Ordinance.

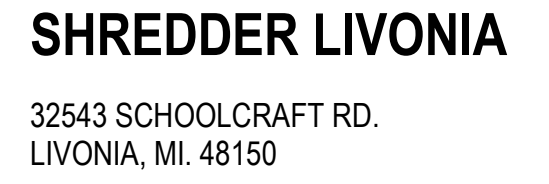
PUBLIC HEARING

ITEM 1 Petition 2023-10-02-13 – Shredder Livonia

Page 3

2. The operation of a training facility at this location would negatively affect the neighboring businesses.
3. The proposed use is incompatible with or in harmony with the surrounding industrial uses in the area.
4. That the petitioner has failed to adequately demonstrate that the site can accommodate the proposed training facility and
5. The proposed use is contrary to the goals and objectives of the Zoning Ordinance, which, among other things, are intended to ensure the suitability and appropriateness of uses.

Plot Date:



11672 CROOKED LN.
SOUTH LYON, MI 48178
734.751.6763
mjduffield23@gmail.com

SEALS AND SIGNATURES

NOT FOR
CONSTRUCTION

Client project Number 8351

PROJECT NUMBER

SHEET NUMBER



CORRESPONDENCE

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

October 18, 2023

Mr. Scott Miller
Planner IV
City of Livonia

Re: Petition 2023-10-02-13 – #32543 Schoolcraft Road

Dear Mr. Miller:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time, but would like to note the following items:

1. The subject parcel is assigned the address range of #32541 thru #32553 Schoolcraft Road, with the address of **#32543 Schoolcraft Road** being assigned to the overall parcel.
2. The legal description included with the submitted drawings appears to be correct, and should be used in conjunction with this project should the waiver use be approved.
3. The existing parcel is currently serviced by public sanitary sewer, water main and storm sewer. The submitted drawings do not include any information regarding proposed services to the buildings, but we do not believe there will be any negative impacts to the system with the proposed usages.
4. Any work within the Schoolcraft Road right-of-way will require permitting through City of Livonia's Engineering Department.

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

Sincerely,

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

David W. Lear, P.E.
Assistant City Engineer
cc: 2023 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSAN
MAYOR

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

DATE: October 19, 2023
TO: Scott O. Miller, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: **Petition 2023-10-02-13 32543 Schoolcraft Rd.**

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

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

1. If space is sprinkled or fire alarm monitored, these systems must remain and function as designed.
2. Due to proximity of the ramps to egress doors and potential height of ramps; Exit signs, emergency lights may have to be positioned for a better visual on egress routes.

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

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE**

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSAN
MAYOR

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

October 18th 2023

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

Re: Petition 2023-10-02-13 - 32543 Schoolcraft Road

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 27, 2023

To: Scott O. Miller

From: Jerome Hanna

RE: Petition 2023-10-02-13 - 32543 Schoolcraft Road

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

This Department has no objections to this Petition.

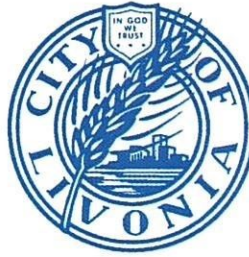
I trust this provides the requested information.

Jerome Hanna
Jerome Hanna
Director of Inspection

DEPARTMENT OF FINANCE

Michael T. Slater
DIRECTOR OF FINANCE

Connie Kumpula
CHIEF ACCOUNTANT



MAUREEN MILLER BROSNAN
MAYOR

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

October 19, 2023

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

Petition 2023-10-02-13 - 32543 Schoolcraft Road

Dear Mr. Miller,

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

Please contact me if you have any further questions.

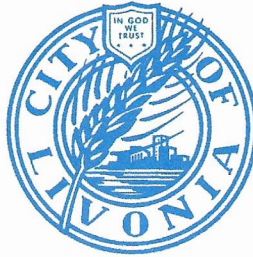
Very truly yours,

Connie Kumpula
Chief Accountant

CK: jw

OFFICE OF THE TREASURER

LYNDA L. SCHEEL
CITY TREASURER



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

October 23, 2023
~~October 20, 2023~~

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

Re: Petition 2023-10-02-13 32543 Schoolcraft Road

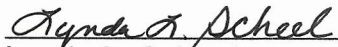
Dear Mr. Miller,

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 do not have an objection to this proposal.

~~2023 Summer taxes due: \$20,657.44 due — good thru October 31, 2023..~~

2023 Summer taxes were received in the mail and posted paid in the afternoon of October 20, 2023

Sincerely,


Lynda L. Scheel
Treasurer, City of Livonia

32543 SCHOOLCRAFT LIVONIA, MI 48150 (Property Address)

Parcel Number: 106 01 0028 002



Item 1 of 2

[1 Image / 1 Sketch](#)**Property Owner: MIDWAY PROPERTY LLC****Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1984
 - # of Buildings: 2
 - Total Sq.Ft.: 37,800
- > Property Tax information found

- > Assessed Value: \$748,600 | Taxable Value: \$650,248
- > 80 Building Department records found

Important Message

Title, mortgage, tax servicing, management companies and other third parties must include a \$5.00 duplicate bill fee if remitting payment without the original tax bill enclosed.

Owner and Taxpayer Information**Owner**

MIDWAY PROPERTY LLC
32543 SCHOOLCRAFT
LIVONIA, MI 48150

Taxpayer

MIDWAY PROPERTY LLC
32553 SCHOOLCRAFT
LIVONIA, MI 48150

Legal Description

27A28A 29A SCHOOLCRAFT ACRES T1S R9E L68 P44 WCR LOTS 28 AND 29 EXC THE N 146 FT THEREOF

Other Information**Recalculate amounts using a different Payment Date**

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

10/20/2023

[Recalculate](#)**Tax History**

****Note:** On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2023	Summer	\$20,657.44	\$20,657.44	10/20/2023	\$0.00	
2022	Winter	\$17,144.21	\$0.00		\$17,144.21	** Read Note(s) Above
2022	Summer	\$20,445.28	\$0.00		\$20,445.28	** Read Note(s) Above
2021	Winter	\$16,646.59	\$0.00		\$16,646.59	** Read Note(s) Above
2021	Summer	\$18,704.20	\$18,704.20	07/27/2021	\$0.00	
2020	Winter	\$16,463.88	\$16,463.88	02/26/2021	\$0.00	
2020	Summer	\$18,463.46	\$18,463.46	08/19/2020	\$0.00	
2019	Winter	\$16,037.53	\$16,037.53	01/27/2020	\$0.00	
2019	Summer	\$17,968.37	\$17,968.37	09/17/2019	\$0.00	
2018	Winter	\$15,970.45	\$0.00		\$15,970.45	** Read Note(s) Above
2018	Summer	\$17,273.35	\$17,273.35	09/11/2018	\$0.00	

ERIC R. SABREE

WAYNE COUNTY TREASURER

400 Monroe - 5th Floor

Detroit MI 48226-2942

(313) 224-5990



Midway Property Llc
32553 Schoolcraft
Livonia, MI 48150

Web:treasurer.waynecounty.com**Email:**taxinfo@waynecounty.com**D U P L I C A T E****Tax Receipt**

Receipt Number: 010-2023-119555  **Date:** 05/04/23
Bundle: 17990286  **Interest Effective Date:** 04/30/23

Receipt Details:

<u>Municipality - Parcel ID</u>	<u>Tax Year</u>	<u>Paid Tax</u>	<u>Paid Int & Fees</u>	<u>Paid Total</u>	<u>Due Tax</u>	<u>Due Int & Fees</u>	<u>Due Total</u>
46 - 46106010028002 32543 SCHOOLCRAFT	2022	\$37,589.49	\$2,255.37	\$39,844.86	\$0.00	\$0.00	\$0.00
Total:				\$39,844.86	Through 05/31/23		\$0.00
Receipt Total:				\$39,844.86			

Summary Information:

Date Created: 05/04/23 03:12:27 PM	Issued By: 3798
Date Printed: 10/20/23 08:06:20 PM	Type: Mail

Dear Fellow Taxpayer:

Thank you for your payment of property taxes. This payment supports Wayne County, your local community, and other government agencies in providing essential government services. Your payment is greatly appreciated.

Sincerely,



ERIC R. SABREE
Wayne County Treasurer

Walter, Debra

From: Keith Schatko <kschatko@MacombGroup.com>
Sent: Monday, November 13, 2023 2:59 PM
To: Planning
Cc: Dick Dixon; Herb Harthun
Subject: Petition 2023-10-02-13

To whom it may concern,

I am writing to you because I cannot be there in person on Tuesday November the 14th re: above petition. The Macomb Group, located in the 32567 Schoolcraft building, directly next to property in question, is against the waiver to allow the facility in the 32451-32553 building to operate as a skate/sky training facility. The Macomb Group has been in our building for 20 plus years and we have deliveries throughout the day. The added traffic in the easement area would greatly impact our daily business and create undue stress and liability issues that we do not wish to engage in. I do not wish to holdback an entrepreneur for doing business, I just ask that the City Planning Commission stick to its current Zoning Ordinance plan and not allow this type of business to operate in the location described in Petition 2023-10-02-13.

Respectfully,

Keith Schatko
Executive Vice President
The Macomb Group
Office 734.261.0700 | Mobile 810.560.1840
kschatko@macombgroup.com | www.macombgroup.com



**OTHER ITEMS
RELATED TO THE
PETITION**

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

3. REQUEST TO APPROVE ANNUAL MAINTENANCE AND WARRANTY CONTRACT FROM SOLE SOURCE PROVIDER: City Clerk, re: Dominion Voting Systems for the annual maintenance and warranty work required on all election equipment for the next four (4) years starting November 1, 2023, and ending October 31, 2027, as outlined in the State of Michigan and Wayne County bid for election equipment, from budgeted funds.

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

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

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

3.

City Clerk
October 25, 2023

MEETING DATE

S11132023/R12042023

PREPARED BY

Lori Miller, MiPMC, Deputy City Clerk,

AGENDA ITEM

REQUEST TO APPROVE ANNUAL MAINTENANCE AND WARRANTY CONTRACT FROM SOLE SOURCE PROVIDER: City Clerk, re: Dominion Voting Systems for the annual maintenance and warranty work required on all election equipment for the next four (4) years starting November 1, 2023 and ending October 31, 2027, as outlined in the State of Michigan and Wayne County bid for election equipment, from budgeted funds.

BACKGROUND DETAILS

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

The contract included warranty and maintenance up through and including the fifth year of service paid by federal and state grant funding. During the sixth year of the contract, all service and maintenance fees would be borne by the respective communities for the continued use of the purchased equipment. The annual cost for the warranty and maintenance provided by Dominion Voting Systems is \$34,295.00 through the end of the contract. Funds have been budgeted for this expense.

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

Approve payment for annual maintenance and warranty work from sole source provider, Dominion Voting Systems, for the following years:

November 1, 2023 through October 31, 2024;

November 1, 2024 through October 31, 2025;

November 1, 2025 through October 31, 2026; and

November 1, 2026 through October 31, 2027.

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

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

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

Length of required maintenance is for 10 full years, expiring October 31, 2027, as follows:

November 1, 2023 through October 31, 2024;
November 1, 2024 through October 31, 2025;
November 1, 2025 through October 31, 2026; and
November 1, 2026 through October 31, 2027.

DETAILED WORK BEING PERFORMED

Annual Maintenance and service contract as required by State of Michigan through provider, Dominion Voting.

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

Funds have been appropriated in G/L Account #101-262-933-000.

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

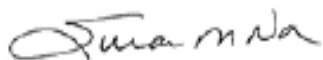
N/A, sole source.

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

ATTACHMENTS

1. Dominion Voting Invoice for Annual Warranty and Service
2. Dominion Voting Software and Hardware Warranty terms
3. Dominion State of Mich and Wayne County Pricing List

APPROVED BY



Susan Nash, MiPMC, CMC, City Clerk

Date: November 13, 2023



Michael Slater, Finance Director

Date: November 13, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023

DOMINION
VOTING



P.O. Box #343
Broomfield CO 80038 United States
FED ID#27-0565149

Invoice Date	10/04/2023
Invoice #	DVS150675
Page	1

Bill To:

Livonia City, MI (Wayne County)
Susan Nash
33000 Civic Center Drive
Livonia MI 48154

Ship To:

City of Livonia, MI (Wayne County)
Susan Nash
33000 Civic Center Drive
Livonia MI 48154

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		USMILIVONI	LPATRICOLA	BEST WAY	Net 30	10/01/2023	60,631
Ordered	Shipped	B/O	Item Description		Discount	Unit Price	Ext. Price
18	18	0	11/01/23-10/31/24; ICX Classic Annual EMA - Avalue 15"		\$0.00	\$240.00	\$4,320.00
47	47	0	11/01/23-10/31/24; ICP 12 Month EMA - 321C		\$0.00	\$375.00	\$17,625.00
4	4	0	11/01/23-10/31/24; ICC Software G1130 12 Month EMA		\$0.00	\$2,900.00	\$11,600.00
1	1	0	11/01/23-10/31/24; Local Jurisdiction EMS: Accumulation Only		\$0.00	\$750.00	\$750.00

REMIT TO: Dominion Voting Systems, Inc. P.O. Box 538214 Atlanta, GA 30353-8214	COURIER ADDRESS: Dominion Voting Systems, Inc. Lockbox #538214 1669 Phoenix Parkway, Suite 210 College Park, GA 30349	Subtotal	\$34,295.00
		Tax	\$0.00
		Freight	\$0.00
		Trade Discount	\$0.00
		Total	\$34,295.00

Comments: Coverage Period: 11/01/2023 - 10/31/2024
SF0025171

DOMINION VOTING SYSTEMS
SOFTWARE LICENSE AND HARDWARE WARRANTY TERMS AND CONDITIONS

1. Definitions.

1.1. "Hardware" means the ImageCast® system defined in the Purchase Order.

1.2. "Licensee" shall mean the Dominion customer defined in the Purchase Order.

1.3. "Licensor" shall mean Dominion Voting Systems.

1.4. "Party" or "Parties" Licensor and Licensee may hereinafter be referred to individually as a Party and collectively as the Parties.

1.5. "Purchase Order" shall mean the purchase order between the Parties for the purchase of Hardware and use of the licensed Software.

1.6. "Software" means the software licensed by Licensor hereunder, in object code form, including all documentation therefore as identified in the Purchase Order.

1.7. "Specifications" means descriptions and data regarding the features, functions and performance of the Software and Hardware, as set forth in user manuals or other applicable documentation provided by Licensor.

1.8. "Term" shall mean the term period defined in the Purchase Order.

2. License.

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

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

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

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

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

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

4.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

4.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

4.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

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

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

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

6. Warranties. The following warranties shall apply.

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

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

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

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

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

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

6.4.2.1. Replacement of consumable items including but not limited to batteries, paper rolls, toner, ribbons, seals, smart cards, and removable memory devices, scanner rollers, disks, etc.;

6.4.2.2. Repair or replacement of Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper use;

6.4.2.3. Repair or replacement of Hardware modified by any person other than those authorized in writing by Dominion;

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

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

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

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



State of Michigan and Wayne County Pricing List

Equipment Pricing: Hardware & Software

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

ICC G1130 System

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

ICC M160II System

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

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

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

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

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

ICP Cellular Modem Service Pricing (Wayne County Only)

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

Coding Pricing (Wayne County Only)

Base charge of \$125 is assessed for each precinct

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

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

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

Support Pricing

Onsite support - \$2000 per person/per day

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

Based on total registered voters (county):

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

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

Based on total registered voters (county):

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

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

Based on total registered voters (county):

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

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

\$300.00

County Option 2: Accumulation-Only

Based on total registered voters (county):

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

EMS Extended Service/Maintenance Hourly Technical Support Rate Option for Counties	\$300.00
--	----------

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

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

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

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

Additional Software Pricing

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

Listener Software Pricing

Based on total registered voters (county):

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

Mobile Ballot Printing Pricing

Based on total registered voters (county):

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

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

5. AWARD OF CONTRACT AND REQUEST FOR AUTHORIZATION TO WAIVE THE FORMAL BIDDING PROCESS AND PURCHASE MOTOROLA SOLUTIONS COMMUNICATION EQUIPMENT AND SERVICES THROUGH THE MIDEAL, STATE OF MICHIGAN CONTRACT BID PRICING: Livonia Police Department, re: replace outdated portable and mobile radio communication hardware and services, from budgeted funds.

Captain Eric Marcotte, Livonia Police Department, presented the request to Council.

President Jolly asked what the range is and if there will be updates to the tower behind the Police Department.

Captain Marcotte indicated the range is statewide and there will be updates to the tower and it is all included in the bid price.

Councilmember Donovic offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

5.

Police
November 15, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Stephanie Whitney, Program Supervisor,

AGENDA ITEM

AWARD OF CONTRACT AND REQUEST FOR AUTHORIZATION TO WAIVE THE FORMAL BIDDING PROCESS AND PURCHASE MOTOROLA SOLUTIONS COMMUNICATION EQUIPMENT AND SERVICES THROUGH THE MiDEAL, STATE OF MICHIGAN CONTRACT BID PRICING: Livonia Police Department, re: replace outdated portable and mobile radio communication hardware and services, from budgeted funds.

BACKGROUND DETAILS

The Livonia Police Department currently utilizes Motorola mobile and portable radio communications equipment that is nearing end of life and does not support the latest encryption that is being mandated for use in the State of Michigan. It is necessary to replace these devices with newer technology that will be supported going forward.

The Livonia Division of Police is requesting authorization to waive the competitive bid process and accept the proposal from Motorola Solutions, Inc. to purchase APX N70 portable radios and APX 6500 mobile radios to include radio programming and project management services. The submitted proposal is subject to the terms and conditions in the current State of Michigan, MiDEAL contract #190000001544. The proposal is valid until December 15, 2023, which provides an additional discount of \$53,025.00 and a free KVL 5000 encryption programming device, in addition to the Michigan State Contract discount. In order to receive the additional discount and KVL device, we must accept this proposal and submit a Purchase Order (PO) prior to December 15, 2023.

The radios that have been selected and detailed in this letter are equipped with new technology that provides for multi-key encryption, as well as, enhanced capabilities that will be the standard moving forward and into the foreseeable future.

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

The Livonia Division of Police respectfully requests Council waive the competitive bid process pursuant to Livonia Code of Ordinances, Section 3.04.140 (E) (4), and award this project to Motorola Solutions Inc., 500 W. Monroe St., Chicago IL 60661. They will complete their proposal subject to the terms and conditions in the current State of Michigan MiDEAL contract #190000001544. The total cost of their proposal is \$2,314,578.63. Funds are budgeted for this purpose in the Public Safety Communications Account #261-000-984-000.

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

Purchase from Motorola Solutions Inc.:

(210) APX N70 Portable Radios with accessories and programming, (55) APX 6500 Enhanced Mobile Radios with Remote Mount, (70) APX 6500 Enhanced Mobile Radios with Remote Mount, (7) APX 6500 Enhanced Mobile Radios with Base station - \$3,636,981.99
Programming and Project Management Services from ProComm - \$21,589.29
Radio Management for (125) Mobile Radios for 5 years - \$53,025.00
Total Solutions Package Pricing - \$3,711,596.28
Michigan State Contract #190000001544 Discount - (\$1,343,992.65)
Radio Management Discount (Valid until December 15, 2023) - (\$53,025.00)
Free KVL 5000, valued at \$8,055.00 (Valid until December 15, 2023) - \$0.00

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

DETAILED WORK BEING PERFORMED

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

\$2,314,578.63 from funds budgeted in account #261-000-984-000.

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

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): The proposal is subject to State of Michigan MiDEAL Contract pricing and offers additional discounts by entering into the agreement by submitting a Purchase Order (PO) by December 15, 2023.

ATTACHMENTS

1. Motorola Proposal

APPROVED BY



Thomas Goralski, Police Chief

Date: November 16, 2023



Michael Slater, Finance Director

Date: November 17, 2023



Paul Bernier, City Attorney

Date: November 17, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023

November 6, 2023

Deputy Chief Ben McDermott
Livonia Police Department
15050 Farmington Rd
Livonia, MI 48154

Subject: Radio Project Proposal

Dear Deputy Chief McDermott:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Livonia Police Department with quality communications equipment and services. The Motorola project team has taken great care to prepare this proposal to address your needs and provide exceptional value.

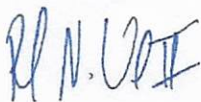
Motorola's solution includes a combination of hardware and services. Specifically, this solution is for:

- (210) APX N70 Portable Radios
- (132) APX 6500 Mobile Radios
- Radio Management for (125) Mobile Radios
- Programming and Project Management Services from ProComm

Motorola's proposal is subject to the terms and condition in the MiDEAL contract #190000001544. This proposal shall remain valid until December 15, 2023. Livonia Police Department may accept the proposal by signing and delivering to Motorola a Purchase Order (PO)/Notice to Proceed (NTP) that specifically references the aforementioned contract. Alternatively, Motorola will be pleased to address any concerns the Livonia Police Department may have regarding the proposal. Any questions can be directed to Blake Tazzia, Account Executive at (312) 515-6374 or Tyler Stegman, Manufacturer's Representative at (989) 317-7938.

We thank you for the opportunity to furnish the Livonia Police Department with our communications solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,



Rich Usan
Area Sales Manager
Motorola Solutions, Inc.

Final Pricing for Livonia Police Department	
• (210) APX N70 Portable Radios ○ (115) Spare Batteries ○ (210) Remote Speaker Microphones ○ (20) Multi-Unit Chargers ○ (100) Single-Unit Chargers ○ (50) Spare Classic Holsters ○ (50) Spare Belt Clips ○ (2) Keyloader Cables ○ (2) Programming Cables ○ (100) Earpieces ○ (2) Seats in RadioCentral Virtual Training ○ Smart Programming, Mapping, Locate, and Messaging for One Year (Promo Valid Until the End of 2023) ○ CommandCentral Aware Starter for Portables • (55) APX 6500 Enhanced Mobile Radios (Remote Mount with E5 CH) • (70) APX 6500 Enhanced Mobile Radios (Remote Mount with 03 CH) • (7) APX 6500 Enhanced Mobile Radios (Base Station with E5 CH)	\$3,636,981.99
• Programming and Project Management Services from ProComm	\$21,589.29
• Radio Management for (125) Mobile Radios for 5 Years	\$53,025.00
Total Solution List Pricing	\$3,711,596.28
Michigan State Contract #190000001544 Discount	(\$1,343,992.65)
Radio Management Discount (Valid Until 12/15/2023) *Only valid on the (125) Mobile Radios	(\$53,025.00)
Free KVL 5000 with AES, ADP, and DES/DES-XL/DES-OFB Encryption (Valid Until 12/15/2023)	Valued at \$8,055 (list price)
Total Solution Pricing with State Contract	\$2,314,578.63



QUOTE-2366782
APX N70 & APX 6500 Radios
(November 2023)

Billing Address:
LIVONIA, CITY OF
15050 FARMINGTON RD
LIVONIA, MI 48154
US

Shipping Address:
LIVONIA, CITY OF
15050 FARMINGTON RD
LIVONIA, MI 48154
US

Quote Date:10/06/2023
Expiration Date:12/15/2023
Quote Created By:
Blake Tazzia
Account Executive
Blake.Tazzia@
motorolasolutions.com

End Customer:
LIVONIA, CITY OF
Rollie Hoskin

Contract: 35115 - STATE OF MICHIGAN,
MA# 190000001544

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	210		\$5,014.00	\$3,008.40	\$631,764.00
1a	QA08817AA	ALT: BATT IMPRES LIION IP68 4400T	210		\$203.40	\$122.04	\$25,628.40
1b	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	210		\$0.00	\$0.00	\$0.00
1c	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	210		-\$32.04	-\$32.04	-\$6,728.40
1d	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO+	210		-\$300.00	-\$300.00	-\$63,000.00
1e	BD00001AA	ADD: CORE BUNDLE	210		\$3,106.00	\$1,863.60	\$391,356.00
1f	H499KC	ENH: SUBMERSIBLE (DELTA T)	210		\$0.00	\$0.00	\$0.00
1g	H38DA	ADD: SMARTZONE OPERATION	210		\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2366782
APX N70 & APX 6500 Radios
(November 2023)

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	Q361CD	ADD: P25 9600 BAUD TRUNKING	210		\$0.00	\$0.00	\$0.00
1i	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	210		\$0.00	\$0.00	\$0.00
1j	QA00580BA	ADD: TDMA OPERATION	210		\$0.00	\$0.00	\$0.00
1k	QA09001AM	ADD: WIFI CAPABILITY	210		\$0.00	\$0.00	\$0.00
1l	QA03399AK	ADD: ENHANCED DATA	210		\$0.00	\$0.00	\$0.00
1m	Q387CB	ADD: MULTICAST VOTING SCAN	210		\$0.00	\$0.00	\$0.00
1n	QA09028AA	ADD: VIQI VC RADIO OPERATION	210		\$0.00	\$0.00	\$0.00
1o	BD00010AA	ADD: SECURITY BUNDLE	210		\$1,023.00	\$613.80	\$128,898.00
1p	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	210		\$0.00	\$0.00	\$0.00
1q	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	210		\$0.00	\$0.00	\$0.00
1r	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	210		\$0.00	\$0.00	\$0.00
1s	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	210		\$0.00	\$0.00	\$0.00
1t	BD00037AA	ADD: AUDIO BUNDLE	210		\$268.00	\$160.80	\$33,768.00
1u	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	210		\$0.00	\$0.00	\$0.00
1v	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	210		\$0.00	\$0.00	\$0.00
1w	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	210		\$0.00	\$0.00	\$0.00
1x	QA09042AA	ADD: APX N70 HYBRID LEATHER HOLSTER HICAP BATTERY	210		\$125.10	\$75.06	\$15,762.60
1y	QA09113AA	ADD: BASELINE RELEASE SW	210		\$0.00	\$0.00	\$0.00
1z	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	210		\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
2	LSV01S03060A	APX N70 DMS ESSENTIAL	210	5 YEARS	\$343.20	\$343.20	\$72,072.00
3	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	210	1 YEAR	\$0.00	\$0.00	\$0.00
4	SSV01P01407B	SMARTPROGRAMMING PROMO+	210	1 YEAR	\$75.00	\$75.00	\$15,750.00
5	SSV01P01476A	SMARTLOCATE PROMO+	210	1 YEAR	\$75.00	\$75.00	\$15,750.00
6	SSV01P01902A	SMARTMAPPING PROMO+	210	1 YEAR	\$75.00	\$75.00	\$15,750.00
7	SSV01P01901A	SMARTMESSAGING PROMO+	210	1 YEAR	\$75.00	\$75.00	\$15,750.00
8	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	210	1 YEAR	\$32.04	\$32.04	\$6,728.40
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING	210	4 YEARS	\$128.16	\$128.16	\$26,913.60
10	PMNN4817A	BATT IMPRES 2 LIION IP68 4400T	115		\$248.05	\$186.04	\$21,394.60
11	PSV01S01742A	RADIOCENTRAL TRAINING VIRTUAL (1 SEAT)*	2		\$1,700.00	\$1,700.00	\$3,400.00
12	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
13	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	210		\$486.00	\$364.50	\$76,545.00
14	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	20		\$1,799.29	\$1,349.47	\$26,989.40
15	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	100		\$207.14	\$155.36	\$15,536.00
16	PMLN8371A	CARRY ACCESSORY- HOLSTER,APX N70 CLASSIC HOLSTER	50		\$37.80	\$28.35	\$1,417.50
17	PMLN8507A	CARRY ACCESSORY- BELT CLIP,APX N70 2.5" BELT CLIP	50		\$12.90	\$9.68	\$484.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
18	PMKN4291A	CABLE, ASSEMBLY,GCAI MINI KEYLOADER CABLE	2		\$280.00	\$210.00	\$420.00
19	PMKN4231A	CABLE,PORT PROG,TEST AND ALIGN CABLE PSA	2		\$80.00	\$60.00	\$120.00
20	PMLN8342A	2-WIRE SURVEILLANCE KIT WITH LOUD AUDIO TRANSLUCENT TUBE	100		\$108.00	\$81.00	\$8,100.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
21	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	55		\$3,383.12	\$2,029.87	\$111,642.85
21a	G851AG	ADD: AES/DES-XL/DES- OFB ENCRYPT APX AND ADP	55		\$879.00	\$527.40	\$29,007.00
21b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	55		\$480.00	\$480.00	\$26,400.00
21c	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	55		\$110.00	\$66.00	\$3,630.00
21d	GA00580AA	ADD: TDMA OPERATION	55		\$495.00	\$297.00	\$16,335.00
21e	G51AU	ENH: SMARTZONE OPERATION APX6500	55		\$1,320.00	\$792.00	\$43,560.00
21f	GA09001AA	ADD: WI-FI CAPABILITY	55		\$330.00	\$198.00	\$10,890.00
21g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	55		\$0.00	\$0.00	\$0.00
21h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	55		\$567.00	\$340.20	\$18,711.00
21i	W22BA	ADD: STD PALM MICROPHONE APX	55		\$79.00	\$47.40	\$2,607.00
21j	W969BG	ADD: MULTIKEY OPERATION	55		\$363.00	\$217.80	\$11,979.00
21k	G361AH	ENH: P25 TRUNKING SOFTWARE APX	55		\$330.00	\$198.00	\$10,890.00
21l	G67DT	ADD: REMOTE MOUNT E5 APXM	55		\$327.00	\$196.20	\$10,791.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
21m	GA01670AA	ADD: APX E5 CONTROL HEAD	55		\$717.00	\$430.20	\$23,661.00
21n	QA09113AB	ADD: BASELINE RELEASE SW	55		\$0.00	\$0.00	\$0.00
21o	G142AD	ADD: NO SPEAKER APX	55		\$0.00	\$0.00	\$0.00
21p	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	55		\$0.00	\$0.00	\$0.00
21q	G89AC	ADD: NO RF ANTENNA NEEDED	55		\$0.00	\$0.00	\$0.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
22	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	70		\$3,383.12	\$2,029.87	\$142,090.90
22a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	70		\$879.00	\$527.40	\$36,918.00
22b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	70		\$480.00	\$480.00	\$33,600.00
22c	GA00250AA	ADD: BLUETOOTH/WIFI/GNSS FLEXIBLE CABLE LMR195	70		\$110.00	\$66.00	\$4,620.00
22d	GA00580AA	ADD: TDMA OPERATION	70		\$495.00	\$297.00	\$20,790.00
22e	G51AU	ENH: SMARTZONE OPERATION APX6500	70		\$1,320.00	\$792.00	\$55,440.00
22f	GA09001AA	ADD: WI-FI CAPABILITY	70		\$330.00	\$198.00	\$13,860.00
22g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	70		\$0.00	\$0.00	\$0.00
22h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	70		\$567.00	\$340.20	\$23,814.00
22i	W969BG	ADD: MULTIKEY OPERATION	70		\$363.00	\$217.80	\$15,246.00
22j	G361AH	ENH: P25 TRUNKING SOFTWARE APX	70		\$330.00	\$198.00	\$13,860.00
22k	G90AC	ADD: NO MICROPHONE NEEDED APX	70		\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
22l	G72AD	ADD: APX O3 HANDHELD CH	70		\$1,041.00	\$624.60	\$43,722.00
22m	G67DR	ADD: REMOTE MOUNT O3 APXM	70		\$327.00	\$196.20	\$13,734.00
22n	QA09113AB	ADD: BASELINE RELEASE SW	70		\$0.00	\$0.00	\$0.00
22o	G142AD	ADD: NO SPEAKER APX	70		\$0.00	\$0.00	\$0.00
22p	G89AC	ADD: NO RF ANTENNA NEEDED	70		\$0.00	\$0.00	\$0.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
23	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	7		\$3,383.12	\$2,029.87	\$14,209.09
23a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	7		\$879.00	\$527.40	\$3,691.80
23b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	7		\$480.00	\$480.00	\$3,360.00
23c	GA00580AA	ADD: TDMA OPERATION	7		\$495.00	\$297.00	\$2,079.00
23d	G51AU	ENH: SMARTZONE OPERATION APX6500	7		\$1,320.00	\$792.00	\$5,544.00
23e	G444AH	ADD: APX CONTROL HEAD SOFTWARE	7		\$0.00	\$0.00	\$0.00
23f	G806BL	ENH: ASTRO DIGITAL CAI OP APX	7		\$567.00	\$340.20	\$2,381.40
23g	W969BG	ADD: MULTIKEY OPERATION	7		\$363.00	\$217.80	\$1,524.60
23h	G361AH	ENH: P25 TRUNKING SOFTWARE APX	7		\$330.00	\$198.00	\$1,386.00
23i	W665BF	ADD: BASE STATION OP APX	7		\$77.00	\$46.20	\$323.40
23j	G142AD	ADD: NO SPEAKER APX	7		\$0.00	\$0.00	\$0.00
23k	G89AC	ADD: NO RF ANTENNA NEEDED	7		\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
23l	W382AM	ADD: CONTROL STATION DESK GCAI MIC	7		\$186.00	\$111.60	\$781.20
23m	G66BJ	ADD: DASH MOUNT E5 APXM	7		\$138.00	\$82.80	\$579.60
23n	GA01670AA	ADD: APX E5 CONTROL HEAD	7		\$717.00	\$430.20	\$3,011.40
23o	QA09113AB	ADD: BASELINE RELEASE SW	7		\$0.00	\$0.00	\$0.00
23p	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	7		\$0.00	\$0.00	\$0.00
CommandCentral Aware Starter							
24	ISV00S02379A	DELIVERY SERVICES	1		\$0.00	\$0.00	\$0.00
25	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	1	5 YEAR	\$0.00	\$0.00	\$0.00
26	SSV00S03369A	CC AWARE PATROL STARTER BUNDLE*	1	5 YEAR	\$35,750.00	\$35,750.00	\$35,750.00
27	SSV00S03371A	INTEGRATION: APXNEXT*	1	5 YEAR	Included	Included	Included
Product Services							
28	LSV00Q00202A	DEVICE PROGRAMMING Programming of (342) radios.	1		\$12,214.29	\$12,214.29	\$12,214.29
29	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE Project Management Services provided by ProComm.	1		\$9,375.00	\$9,375.00	\$9,375.00

Subtotal \$3,658,571.28

Total Discount Amount \$1,343,992.65

Grand Total \$2,314,578.63(USD)

Pricing Metric :

Price is indicative of the following -

of Named Users for CommandCentral Aware Starter - 20

of Location Devices for CommandCentral Aware Starter - 225

of Learner LxP Subscriptions for CommandCentral Aware Starter - 10



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



COMMANDCENTRAL AWARE PATROL STARTER OFFER

SOLUTION DESCRIPTION

OVERVIEW

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Patrol Starter offering of CommandCentral Aware provides a map-based and list view of location data and resource details from V300 Body-Worn Cameras, 4RE In-Car Video Systems, CAPE-equipped drones, license plate recognition (LPR) cameras sourced from Vigilant VehicleManager, and compatible APX radios. These resources can also send status information, such as a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert. Live video from enabled camera resources can also be viewed. This offer is designed to help command staff and patrol or shift supervisors gain valuable visibility to the field, more quickly identify emergency situations and provide supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems that power the solution. The CommandCentral Aware Patrol Starter offer includes the following:

Modules:

- ESRI-based unified map
- Configurable event monitor
- Workflow automation rules engine

Integrations:

- Vigilant VehicleManager - LPR camera locations and details, hot hit alerts, search
- APX Next, XE, XN and N70 radios - Radio locations, details and statuses
- CAPE-equipped drones - Drone locations, details and livestreams
- V300 Body-Worn Cameras - Camera locations, details and livestreams
- 4RE In-Car Video Systems - System locations, details and livestreams

Cloud anchor server hardware and required software is also available if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.

MODULES INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer includes the following modules, described in the sections below.



Unified Map

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:

- Custom Map Layers - Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel – Show or hide data and custom map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather - Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans - Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools - Draw polygons, polylines and points onto the map. Annotations are visible by all users as a data layer.
- Zones of Interest - Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts - Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management - From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

CommandCentral Aware's workflow automation rules engine allows users to create rule-sets with "AND" or "OR" operators to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and audible alerts for critical events can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

INTEGRATIONS INCLUDED WITH THE COMMANDCENTRAL AWARE PATROL STARTER OFFER

The CommandCentral Aware Patrol Starter offer provides a specific set of integrations, described in the sections below.

4RE In-Car Video Systems

The CommandCentral Aware Patrol Starter offer comes with integration to 4RE In-Car Video Systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 4RE systems in CommandCentral Aware, and administrators can add, edit, or remove systems as needed.



When 4REs are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream - upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, side, rear, and panoramic views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous 4RE live-streams.

V300 Body-Worn Cameras

The CommandCentral Aware Patrol Starter offer comes with integration to V300 Body-Worn Cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Patrol Starter offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

CAPE-Equipped Drones

The CommandCentral Aware Patrol Starter offer comes with integration to CAPE-equipped drones. This integration brings any active drone's location, device details and a link to the livestream into CommandCentral Aware on the map and in the event monitor.

Vigilant VehicleManager

The CommandCentral Aware Patrol Starter offer comes with integration to Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list are also displayed on the map at the location of the camera that generated the scan. Hits are also displayed in the event monitor and can trigger an alert.

Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.



CLOUD SECURITY & COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development, and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including: NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Expert Knowledge on Your Team

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

Enhancing Cybersecurity Awareness

Our CISA-recognized Public Safety Threat Alliance shares threat information and raises cybersecurity awareness across Public Safety member organizations. Our Threat Intelligence team shares a holistic view of the cyber threat landscape to provide decision makers with the information needed to make better security decisions.



COMMANDCENTRAL AWARE STARTER STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Product Description and system integration and or subscription services as described in this SOW and contract agreements.

CONTRACT ADMINISTRATION AND PROJECT INITIATION

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five (5) business days of completion or receipt of a deliverable.



As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

Project Roles and Responsibilities

Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.



- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in



activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.



- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan ("CSP").

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts ("SME" or Super Users) are the core group of users involved with the Business Process Review ("BPR") and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other



devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third party systems to which the Motorola system will interface.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third party systems the Customer operates that will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface ("API") or Software Development Kit ("SDK") software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third party vendors, as required, to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigate the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.



- Electronic versions of any documentation associated with the business processes identified.
- Provide a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness.

Motorola Responsibilities

1. Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
2. Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations and third party engagement/considerations, as applicable.
3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
4. Discuss the Learning eXperience Portal ("LXP") training approach.
5. Review the Implementation Packet.
6. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
7. Review the resource and scheduling requirements.
8. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
9. Obtain and complete all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to gain access to each of the sites identified for this project.
10. Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.



Customer Responsibilities

1. Provide Motorola with the names and contact information for the designated LXP and application administrators.
2. Acknowledge understanding of the Implementation Packet.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
5. Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third party licensing agreements.
6. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
7. Provide the contact information for the license administrator for the project; i.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria

Implementation Packet.

Environmental Design Considerations

The following environmental requirements must be met by Customer before enablement finish in order to enable Motorola to complete installation activities presented in this SOW:

1. Provide connectivity between the various networks.
2. Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics
3. Provide backup power, as necessary.
4. Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
5. Perform any electrical or infrastructure improvements required at the Customer's facility.
6. Provide backhaul equipment, installation, and support costs.
7. Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is recommended for optimal performance.
CommandCentral Aware workstations to support MS Windows 10 Enterprise.



8. Provide Antivirus software for the CommandCentral Aware client.
9. Ensure existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
10. Provide Motorola access with administrative rights to Active Directory for the purpose of installation/ configuration and support.
11. If interfaces are being included in this offer, the Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third party upgrades.
12. If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
13. Provide all environmental conditions as outlined in the Product Description; such as power, firewall, and network requirements.

CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

Agency and User Setup

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Portal. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

1. Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
2. Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

1. Identify a System Administrator(s).



2. Ensure all System Administrators complete the CommandCentral Admin training.
3. Ensure needed traffic is allowed through Customer's firewall as requested by Motorola.
4. Use the CommandCentral Admin Portal to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

Software Installation and Configuration

CloudConnect Installation and Configuration

Motorola Responsibilities

1. Verify remote access capability.
2. Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
3. Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

1. Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

INTEGRATIONS

Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integrations are



proprietary processes that enable the transfer and receipt of data between Motorola systems, as described in the Product Description.

Motorola Responsibilities

1. Establish and validate connectivity between the Motorola systems.
2. Validate that each system can transmit and/or receive data.

Customer Responsibilities

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
2. Provide network connectivity between the Motorola systems.

COMMANDCENTRAL SOLUTIONS GEOSPATIAL MAPPING CONFIGURATION

Motorola Responsibilities

1. Installation and configuration of the connection to the Customer mapping system (ArcGIS Online, ESRI ArcGIS Server, or ArcGIS Portal).
2. Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel.
2. Provide published GIS map services.
3. Publish specific maps beneficial to the Customer use.

COMMANDCENTRAL SOLUTIONS PROVISIONING

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

1. Using the CommandCentral Admin Portal, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
2. Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.



Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

SYSTEM TRAINING

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content.

Learning eXperience Portal (LXP Online Training)

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current.

Motorola Responsibilities

1. Configure a Customer-specific portal view.
2. Create learner access account to the portal for each user name provided by the Customer.
3. Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

1. Provide Motorola with names (first and last) and email addresses for each learner.
2. Complete LXP Administrator training.
3. Advise users of the availability of the LXP.
4. Build groups as desired.

Instructor-Led Training (On-site and/or Remote)**Motorola Responsibilities**

1. Deliver User Guides and training materials in electronic format.
2. Perform training.
3. Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

1. Designate training representatives who will work with the Motorola trainers in the delivery of training.
2. Facilitate training of Customer in accordance with Customers training delivery plan.

Motorola Deliverables

1. Electronic versions of User Guides and Training Materials.
2. Attendance Rosters.

FUNCTIONAL DEMONSTRATION

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

1. Update functional demonstration script.
2. Provide script to Customer for review and acknowledgement.
3. Conduct functional demonstration.
4. Correct any configuration issues impacting access to cloud based features, such as map display, location updates, video display and/or interface and integrations.
5. Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

1. Review and agree to the scope of the demonstration script.
2. Witness the functional demonstration and acknowledge its completion.
3. Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.

COMPLETION MILESTONE

Following the conclusion of delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

1. Transition Customer to Motorola Customer Support.
2. Supply Customer with instructions when engaging support.



Customer Responsibilities

1. Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
2. Engage the Motorola support organization as needed.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders’ focus and safety.

Customer Programming Service



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



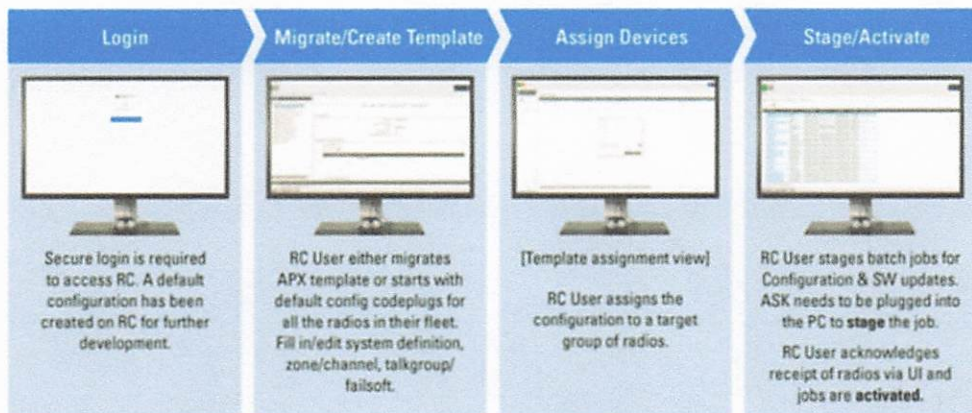


Figure 1: APX N70 Provisioning via Radio Central

EVOLVING WITH APPLICATION SERVICES

APX N70 gives first responders access to mobile features through the following application services described below.

SMARTLOCATE APPLICATION SERVICES

The SmartLocate application sends GPS location information of first responders over a broadband network. This enables dispatchers to track field units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

SmartLocate also enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate device tracking and improved location performance when a user moves indoors or enters marginal conditions (such as deep street canyons or forested areas).

SmartLocate integrates with CommandCentral Aware to provide location triggers such as time, distance, PTT, emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing investments in CommandCentral Aware. Access to CommandCentral Aware is not included with the SmartLocate subscription.

Note - Dynamic Mode requires IMW and a cloud connector on the P25 system.

SMARTPROGRAMMING APPLICATION SERVICES

Leveraging DMS and Radio Central provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX N70 devices do not need to be tied to a computer via USB cable, limited to Wi-Fi network coverage, or gated by LMR bandwidth. SmartProgramming allows the



APX N70 device to take advantage of LTE broadband data speeds to pull programming jobs from Radio Central Programming devices in minutes.

The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

SMARTMAPPING APPLICATION SERVICES

The SmartMapping application provides precise and accessible location information of field units to inform response and improve situational awareness. The application displays this data on the APX N70's modernized map interface. Users can see their own location and the location/status of other crew members at a glance and immediately tap to communicate with them. Users can access SmartMapping directly from the APX N70 home screen, making it easier to leverage the map display in fast-paced situations.

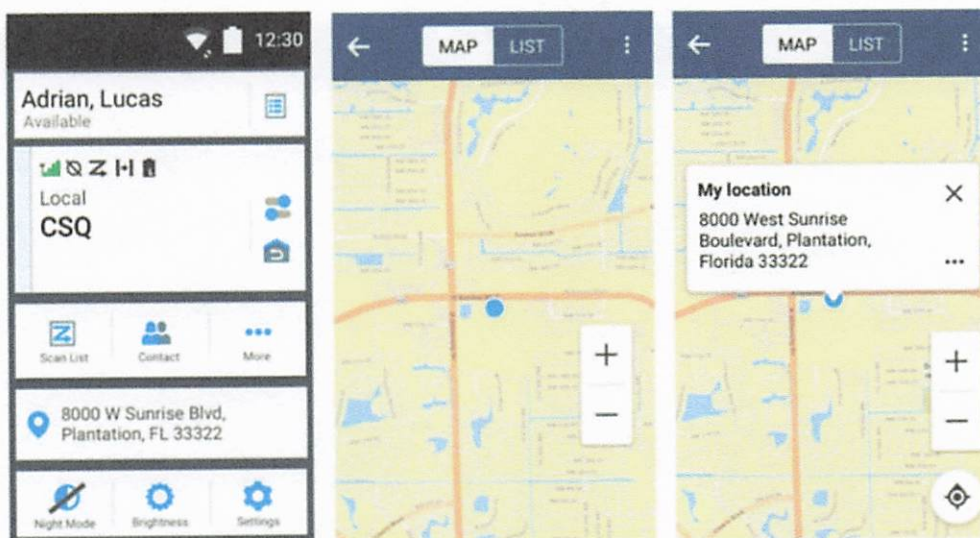


Figure 4: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX N70 first responders:

- Search for specific users to communicate with using accessible, on-screen navigation and search tools.
- Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.
- Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.

SMARTMESSAGING APPLICATION SERVICES

SmartMessaging is an application service that allows APX N70 first responders to seamlessly and discreetly share multimedia communications over a Broadband connection. This helps offload traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX N70 home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.



SmartMessaging also supports the following capabilities:

- Receive "Be On the Lookout" ("BOLO") images or first-on-scene images, videos, locations, and audio from a WAVE dispatch application sent to an APX N70 first responders or predefined groups.
- Send text messages to an individual or group of contacts to provide all necessary users with updated intelligence.
- Secure communications with encrypted messaging data from an APX N70 device to the server.
- Adapt to changing agency needs as new integrations and collaboration tools become available for the SmartMessaging application.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICETECHNICALSUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

6. REQUEST TO APPROVE THE LIVONIA COMMAND OFFICERS ASSOCIATION COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD OF DECEMBER 1, 2023, THROUGH NOVEMBER 30, 2026, Civil Service Department, re: same.

Elizabeth Hallack, Civil Service Department, 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

6.

Civil Service
November 15, 2023

MEETING DATE

December 4, 2023

PREPARED BY

Jillian Emmitt, Personnel Clerk,

AGENDA ITEM

REQUEST TO APPROVE THE LIVONIA COMMAND OFFICERS ASSOCIATION COLLECTIVE BARGAINING AGREEMENT FOR THE PERIOD OF DECEMBER 1, 2023 THROUGH NOVEMBER 30, 2026, Civil Service Department, re: same.

BACKGROUND DETAILS

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

Re: City of Livonia and Livonia Command Officers Association

Dear City Council and Civil Service Commission Members:

I am pleased to advise you that on November 1, 2023, the City and LCOA representatives reached a tentative agreement on a three-year contract that is effective from December 1, 2023 through November 30, 2026. LCOA members are scheduled to vote to ratify the agreement in the next two weeks. Once they have done so, all that is needed for formal ratification of the tentative agreement is Civil Service Commission and City Council approval.

I have attached a copy of the November 1, 2023 Tentative Agreement for your review. The following is a summary of the key components of the Agreement:

1. A three-year agreement from December 1, 2023 to November 30, 2026.

2. Salary increases to all bargaining unit members as follows:

Effective December 1, 2023:	3% increase
Effective December 1, 2024:	2.5% increase
Effective December 1, 2025:	3.5% increase

3. In addition to the salary increases detailed above, to address retention and recruiting issues and to keep Livonia wages competitive to neighboring communities, the following additional salary modifications were made:

- Current wage tiers were eliminated so that employees hired on or after November

2, 2011, will be paid at the wage rate that had been in effect for employees hired prior to November 2, 2011.

- A wage adjustment of 2% was provided to all members prior to implementation of the 3% December 1, 2023 increase.
- The \$600 annual uniform cleaning and maintenance allowance was incorporated into the wage schedule thereby raising all salaries by \$600. The annual \$600 payment will no longer be paid separate from wages.
- Incorporated exemplary supervisory assistance into the community interaction bonus and increased annual bonus from \$500 to \$1,000.

4. To provide the City the ability to have greater control of health insurance costs, the specific references to Blue Cross were removed from the body of the Agreement and language was added allowing the City to modify the health insurance plan or provider to offer a substantially similar plan, provided specified core benefit levels are maintained.

5. Modified the eligibility requirement for the Lieutenant promotional process from two years to four years of experience as a Sergeant.

6. Modified provisions throughout CBA in regard to the timing of non-wage payments to assist payroll in the administration of benefits.

7. Consistent with prior agreements with the AFSCME bargaining units, the 2nd tier sick leave allowance was eliminated and all employees will be provided eight hours of sick leave per month.

8. Modified the personal business leave process to provide more flexible use.

9. Increased the City contribution to the Retiree Health Insurance Plan for those who are not eligible for retiree health insurance from \$80 per bi-weekly pay to \$100 per bi-weekly pay.

10. Provided 2 hours of compensatory time per month for Sergeants in recognition for making themselves available for communication with subordinates or supervisors while off duty.

11. Language allowing employees to request the payout of compensatory time twice per year.

12. General contract cleanup, including:

- Incorporation of 12-hour shift Letter of Understanding into the Agreement now that the parties have fully adopted the concept.
- Elimination of outdated contract language.
- Updated legally mandated maximum City costs for health insurance.

As indicated, the above is a summary of the parties' Tentative Agreement. Please let me know if you have any questions regarding the Agreement.

Very truly yours,

Keller Thoma, a professional corporation



Gregory T. Schultz

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

Approve as submitted

ATTACHMENTS

1. City of Livonia LCOA Tentative Agreement for the period December 1, 2023 through November 30, 2026

APPROVED BY



Jeannine Laible, Human Resources Director

Date: November 16, 2023



Michael Slater, Finance Director

Date: November 16, 2023



Paul Bernier, City Attorney

Date: November 16, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023

KELLER THOMA

A PROFESSIONAL CORPORATION

THOMAS L. FLEURY
LAURI A. READ
GOURI G. SASHITAL
GREGORY T. SCHULTZ
ELIZABETH A. YOUNG
ANNA S. KOZAK

GARY P. KING
Of Counsel

COUNSELORS AT LAW

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SOUTHFIELD, MICHIGAN 48076
www.kellerthoma.com

GREGORY T. SCHULTZ
DIRECT DIAL 313.965.8928
gts@kellerthoma.com

LEONARD A. KELLER
(1905 - 1970)
RICHARD J. THOMA
(1904 - 2001)

November 2, 2023

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

Re: City of Livonia and Livonia Command Officers Association

Dear City Council and Civil Service Commission Members:

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- Current wage tiers were eliminated so that employees hired on or after November 2, 2011, will be paid at the wage rate that had been in effect for employees hired prior to November 2, 2011.
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4. To provide the City the ability to have greater control of health insurance costs, the specific references to Blue Cross were removed from the body of the Agreement and language was added allowing the City to modify the health insurance plan or provider to offer a substantially similar plan, provided specified core benefit levels are maintained.
 5. Modified the eligibility requirement for the Lieutenant promotional process from two years to four years of experience as a Sergeant.
 6. Modified provisions throughout CBA in regard to the timing of non-wage payments to assist payroll in the administration of benefits.
 7. Consistent with prior agreements with the AFSCME bargaining units, the 2nd tier sick leave allowance was eliminated and all employees will be provided eight hours of sick leave per month.
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 9. Increased the City contribution to the Retiree Health Insurance Plan for those who are not eligible for retiree health insurance from \$80 per bi-weekly pay to \$100 per bi-weekly pay.
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 11. Language allowing employees to request the payout of compensatory time twice per year.



KELLER THOMA

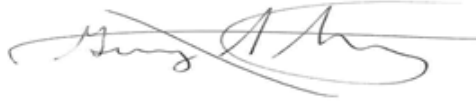
City Council
Civil Service Commission
November 2, 2023
Page 3

12. General contract cleanup, including:
- Incorporation of 12-hour shift Letter of Understanding into the Agreement now that the parties have fully adopted the concept.
 - Elimination of outdated contract language.
 - Updated legally mandated maximum City costs for health insurance.

As indicated, the above is a summary of the parties' Tentative Agreement. Please let me know if you have any questions regarding the Agreement.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION



Gregory T. Schultz

GTS/sad

cc: Mayor Maureen Miller Brosnan
Ms. Jeannine Laible
Mr. Michael Slater
Police Chief Tom Goralski



11-1-2023

LT [Signature]
LT [Signature]
LT [Signature]

**Negotiations
between
The City of Livonia
and**

Livonia Command Officers Association (LCOA)

TENTATIVE AGREEMENT – November 1, 2023

1. Duration – 3 years
2. Article 10, Promotions – Modify Section 10.A as follows:
 - A. In the promotional examinations for Lieutenant, Captain and Deputy Chief the following qualifications for entrance to these examinations shall apply during the term of this Agreement.

Lieutenant

This examination is open only to employees of the City of Livonia, who are employed in the Police Division of the Department of Public Safety as a Senior Sergeant, or have regular status in the classification of Sergeant and, have had at least four (4) ~~two (2)~~ years of experience as Sergeant in the City of Livonia, as of February 1st of the year the examination is given, and who hold an associate degree in Criminal Justice or a bachelor degree in any field as of February 1st of the year the examination is given. Members who met the eligibility requirements for the 2024 examination as provided in the 2020-2023 Agreement, shall remain eligible to test and promote during the term of this Agreement even if they do not meet the four years of experience required above.

* * *

3. Article 14, Holidays – Modify Article as follows:
 - A. The paid holidays are designated as New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, Good Friday, New Year's Eve, National and City Elections (National Election refers to the General Election for President of the United States; City Election refers to the regular City Election for the Mayor or Council of the City of Livonia). Any other holidays granted City-wide by administrative action shall be recognized as additional holidays under this Agreement.
 - B. Employees shall be paid on or by the first pay date in the month of December ~~10th~~ for all holidays, whether worked or not, in the preceding

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fiscal year based on the Employees' pay rate as of November 30, with the total amount of holiday pay based on the number of holidays times the rate of compensation.

C. Upon the separation . . .

4. Article 15, Overtime – Modify Sections A, B and D and add new Sections O and P as follows:

A. An Employee who is required to work beyond a the employee's regular scheduled shift ~~of eight hours~~ shall receive time-and-a-half ~~in-cash~~ in accordance with the schedule under paragraph F. of this Article.

B. An employee called back to duty, while off duty or on a leave day or a vacation day, shall be paid ~~in-cash~~ for a minimum of three (3) hours pay or at time-and-one-half, whichever is greater, further subject to the provisions of overtime set forth in Departmental Memorandum #361.

* * *

D. An Employee who is required to attend . . .

No overtime will be paid when Employees are assigned a different shift for on-site training purposes unless the actual training exceeds the Employee's scheduled shift for that ~~eight hours per~~ day. On-site to include within the City limits and Radcliff Center or a successor facility of equal distance.

O. All Sergeants will receive two hours per month in compensatory time in recognition for making themselves available for communication with subordinates or supervisors while off duty.

P. Employees shall be able to receive payouts of accrued compensatory time, upon written request, up to a maximum of two times per year in any single City fiscal year, by providing notice of such requested payout to the City by April 15th and/or October 15th of any year. Such payouts, if requested, shall be paid on or by the first pay date in the months of November and May.

5. Article 16, Vacation – Modify Section A as follows:

Vacations shall be in accordance with the Civil Service Rules and Regulations with the following provisions also applicable:

A. Vacation days may be combined to provide up to ~~20 days~~ 160 hours of vacation, if available, subject to approval by the Police Chief.

6. Article 17, Sick Leave – Modify Article as follows:

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A. Regular full-time Employees ~~hired prior to December 1, 2012,~~ shall accumulate sick leave at the rate of ~~one working day~~ eight hours for each completed month of service with unlimited accumulation. ~~Regular full-time Employees hired or promoted to the classification of Police Officer on or after December 1, 2012, shall accumulate sick leave at the rate of six hours per month for each completed month of service.~~ An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. The accumulated sick leave will be paid in cash to the Employee at the Employee's current rate in the event of termination of active employment for any reason after 10 years of service, or duty disability retirement, or in the case of a death it will be paid to the Employee's estate in the following manner:

- (1) Employees hired by the City prior to December 1, 1983, may accumulate sick leave to a maximum of ~~289 days~~ 2,312 hours for payout purposes. Employees hired by the City on or after December 1, 1983, and prior to December 1, 2012, may accumulate sick leave to a maximum of ~~107 days~~ 856 hours for payout purposes. Employees hired or promoted to the classification of Police Officer on or after December 1, 2012, may accumulate sick leave to a maximum of ~~75 days~~ 600 hours for payout purposes. Employees will be reimbursed 60% of their pay rate at the time of such payments. For retirements occurring after March 19, 2014, employees hired on or after December 1, 1983, shall have accumulated sick leave up to ~~162 days~~ 1296 hours paid out upon termination as follows:
 - i. The first 432 hours (hours 1 to 432) in the employee's sick leave bank shall be paid based upon 25% of the employee's hourly rate at the time of termination.
 - ii. The next 432 hours (hours 433 to 864) in the employee's sick leave bank shall be paid based upon 50% of the employee's hourly rate at the time of termination.
 - iii. The next 432 hours (hours 865 to 1296) in the employee's sick leave bank shall be paid based upon 70% of the employee's hourly rate at the time of termination.
 - iv. Employees hired prior to December 1, 2012 or after November 30, 2023, who have over 1600 hours in their sick leave bank at the time of termination, shall, in addition to the payments in subsection i.-iii., above, receive a bonus of \$6,000.
 - v. Employees hired or promoted into the classification of Police Officer on or after December 1, 2012 and prior to

Am

December 1, 2023, who have more than ~~1200~~ 1500 hours in their sick leave bank at the time of termination shall, in addition to the payments in subsections i.-iii., above, receive a bonus of \$6,000.

(2) Employees may continue to accumulate sick leave beyond their applicable maximum; however, these days hours shall not be considered for payout purposes as specified herein.

~~(3) Any employee who leaves employment on or before November 30, 2017, will have the option of having their sick leave paid out upon retirement under Section 1(A) above, or under the sick leave payout provisions of the 2012-2013 Collective Bargaining Agreement.~~

B. Serious illness of husband or wife . . .

C. Employees who do not use more than ~~four days (i.e. 32 hours)~~ of their sick leave banks during the preceding calendar year shall have an additional three days 24 hours added to their vacation bank on January 1.

* * *

7. Article 18, Bereavement Leave – Modify Section A as follows:

A. An Employee shall be allowed up to ~~ten (10)~~ eighty (80) working days hours as bereavement leave days not to be deducted from sick leave in the event of death of current spouse, children or step-children. An Employee shall be allowed up to four (4) working days for employees assigned to an 8-hour shift and three (3) working days for employees assigned to a 12-hour shift as bereavement leave days not to be deducted from sick leave for a death in the immediate family subject to approval by the Police Chief or designee. Immediate family is defined as follows: Mother, Father, Sister, Brother, Step-Mother, Step-Father, Sister-in-Law, Brother-in-Law, Grandchildren, Mother-in-Law, Father-in-Law, Grandparents of Employee, or a member of the Employee's household. An Employee shall be allowed up to two (2) working days as bereavement leave in accordance with the foregoing provisions for death of Grandparents of the Employee's spouse.

8. Article 20, Health Care Coverage – Modify Section 20.A.1 and 2 and 20.B and add a new Section 20.C as follows:

A. 1. The Employer agrees to pay the premium, subject to premium sharing detailed below, for hospitalization-medical coverage (“Base Plan”) for regular full-time Employees, spouses, and dependent children under nineteen (19) years of age or the applicable legal age, whichever is higher. The health care plan to be provided shall be ~~the Blue Cross/Blue Shield~~



~~Community Blue PPO, Plan 3, with as detailed in Exhibit A and shall include~~ annual deductibles of \$250 per member, \$500 per two-person/family in network, waived if services are provided in a PPO's physician's office; co-insurance of 80%/20% with maximum coinsurance payments of \$1,000 per member and \$2,000 per two-person/family, and shall include a \$20 office visit co-pay and a \$100 emergency room co-pay waived if admitted to hospital. ~~Effective December 1, 2017, the~~ online visit co-pay for employees who utilize online primary care visits will be one-half of the regular office visit co-pay. The health care plan shall include a deductible drug prescription rider shall include a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand drugs, a \$50 co-pay for non-formulary brand drugs, and a co-pay of 10% of the cost of the drug, up to a maximum of \$100 per prescription, for specialty drugs. The prescription is to be filled by generic drug unless the physician directs the prescription to be "Dispensed as Written."

2. The Employer agrees to pay the full premium for the coverage provided under A.1. above for Employees receiving a disability pension under the provisions of the Retirement Plan Ordinance, as amended (Title Two of the City of Livonia Code of Ordinances), subject to any retiree premium sharing provided in this Agreement.

B. The City will offer the option of hospitalization-medical coverage ~~through Health Maintenance Organizations (HMO's) as currently provided and detailed in Exhibit B to this Agreement ("Alternative Plan"), except as changed by the provisions of this paragraph, at City cost~~ in lieu of the hospitalization-insurance provided above herein, subject to Sections J. and R., below. ~~If an Employee or retiree accepts the option of a provided HMO, it will be deemed that the City has fulfilled its obligation under this section and paragraphs 20.A. herein for hospitalization medical coverage and the specific benefits therein provided.~~ The plan shall include a \$20 office visit co-pay and a \$100 emergency room co-pay waived if admitted to the hospital. The deductible drug prescription rider shall be a \$10 co-pay for generic drugs, a \$25 co-pay for formulary brand drugs, and a \$50 co-pay for non-formulary brand name drugs, and a co-pay of 10% of the cost of the drug, up to a maximum of \$100 per prescription, for specialty drugs. The prescription is to be filled by the generic drug unless the physician directs prescription to be "Dispensed as Written."

C: The City reserves the right to select a different health care plan or plan administrator/insurer for all offered plans, including the plans referenced in Sections 20.A.1 and 20.B, above, at any time during this Agreement provided the plan offers substantially similar or better benefits than the current plan(s). For the purposes of this Agreement, "substantially similar" shall mean that the replacement plan(s) offers at least the same applicable medical co-pays (prescription, office and emergency room), annual deductibles, and co-insurance levels as those provided in the Base Plan (Section 20.A.1) for any replacement to the Base Plan and for those provided for the Alternate Plan (Section 20.B) for any replacement to the Alternate Plan. Additionally. The in-network Doctor/Provider

LMF

Participation of the new plan must include at least 80% of those in the current plan.

9. Article 20, Health Care Coverage – Modify Section 20.M to read as follows:

M. Bargaining unit Employees who were hired or promoted into the classification of Police Officer on or after November 2, 2011, shall not be entitled to retiree health insurance upon retirement. Instead, the City will contribute to a Retirement Health Savings Plan (RHSP) for use by the Employee following separation from employment under the following terms:

1. The City will contribute \$80 per bi-weekly pay period into the employee's RHSP account. Effective December 1, 2023, the City will contribute \$100 per bi-weekly pay period into the Employee's RHSP account.
2. The Employee shall vest in the Employer contribution following four years of service.

10. Article 20, Health Care Coverage – Modify Sections O, P.8 and R as follows:

- O. ~~The Employer will provide a group optical program for the Employee, spouse and dependent children under 19 years of age as follows: once every two years for each – an eye examination by an optometrist and a pair of prescription eyeglasses, if needed. Coverage of the program includes a basic frame selection and bi-focal selections of KRYPTOK or D.S. SEG, 22 mm. Should an eye examination for children under seven by an ophthalmologist be deemed necessary by an optometrist, the bills for the ophthalmological examination may be presented to the Civil Service Department for payment from the optical account, it being understood that such ophthalmological examinations must have resulted from referrals by an optometrist under the group plan. Should an Employee choose not to participate in the foregoing group optical program, they shall make this election known to the City in writing, and the Employee shall then be entitled to reimbursement in an amount not to exceed \$300 per family per two-year period.~~

Effective March 1, 2021, the optical plan detailed in Exhibit AC of this Agreement shall be provided to the Employee, spouse and dependent children through the end of the month of their 21st birthday replace the plan detailed above in this Section. Coverage is not mandatory but there is no benefit for those choosing not to participate. Employees electing to participate in this plan shall be required to contribute 15% of the cost of the plan through payroll deductions.

Dependent child(ren) who participate in this plan are eligible through the end of the month of their 21st birthday.



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

P. ~~Dental. The Employer will provide a dental reimbursement program for regular full-time Employees, spouses, and dependent children under 19 years of age, to be used, upon proper proof of payment, for dental services or for the Employee's payment of dental insurance premiums, as follows:~~

~~1. The dental reimbursement maximum will be \$850 per year. Effective December 1, 2019, the dental reimbursement will be \$900 per year.~~

~~2. Any unused portion of an Employee's annual reimbursement allowance shall accumulate for utilization for a period of five years.~~

~~3. Reimbursement shall be made as follows:~~

~~a. Requests for reimbursements provided herein shall be submitted as incurred. Under no circumstances will reimbursement be made for any requests submitted more than 30 days after the fiscal year end.~~

~~b. Reimbursements shall be made by the Employer within 30 days following the request for reimbursement.~~

~~c. In cases where payment to a dentist creates an undue hardship, an Employee may apply to the Civil Service Department to have the dental benefit paid directly to the dentist. In cases of extreme hardship, Employees may apply to the Civil Service Department to utilize up to the maximum accumulation. If an Employee receives an advance payment of their accumulation and subsequently terminates employment with the City for any reason, prior to the end of the contract year, a pro-rated adjustment to the reimbursement advanced shall be made, and the balance shall be deducted from any monies otherwise due to the Employee. At no point may an Employee borrow beyond the five years.~~

~~4. An Employee who has been or will be reimbursed for dental expenses by a dental plan other than the City of Livonia Plan~~

2ms

~~or from some other source, will not be eligible to receive reimbursement from the City of Livonia Plan.~~

~~5. Where both spouses are working for the City, each person may be reimbursed separately for dental expenses; provided, however, that a spouse who claims a dental reimbursement may not also be claimed as a dependent for this purpose. In addition, dental expenses for dependent children may be claimed by either parent but both may not claim the same child for reimbursement purposes.~~

~~6. The City will provide, for each Employee's family only, 50% of the fees for orthodontic services for the prevention and correction of poorly positioned teeth for a lifetime maximum of \$1,500 at least \$500 of which must be for services rendered after December 1, 2007, per family, limited to the Employee and spouse and dependents until the end of the year said dependents reach age 19.~~

~~7. a. Dependent coverage for dental reimbursement pursuant to Section 1, above, shall continue through the end of the month in which the dependent turns 19 years of age.~~

~~b. Dependent coverage for orthodontic services pursuant to Section 3, above, shall continue through the end of the calendar year in which the dependent turns 19 years of age.~~

~~81. Effective March 1, 2021, t~~The dental plan detailed in Exhibit BD ~~of this Agreement shall be offered to the Employee, spouse and dependent children through the end of the month of their 21st birthday replace the plan detailed above in this Section.~~
Employees electing to participate in this plan shall be required to contribute any cost above the following caps which will be increased each year by the same percentage increase in the health insurance caps:

Single coverage:	\$360 <u>378</u> annual
Two-person coverage:	\$684 <u>718</u> annual
Family coverage:	\$1,440 <u>1,512</u> annual

~~Dependent child(ren) who participate in this plan are eligible through the end of the month of their 21st birthday.~~

~~92.~~ The City reserves the right to replace the plan detailed in Exhibit ~~BD~~ with a different plan with comparable benefits during the life of this Agreement.

3. Dental cCoverage is not mandatory but there is no benefit for those choosing not to participate.

104. Employees who owe the City for dental reimbursement paid in advance will pay back the amount owed to the City during the first year of this Agreement, as follows:

- ~~If the employee owes \$900 or less, the amount owed will be deducted over the first year of this Agreement.~~
- ~~If the employees owes between \$901 and \$1800, the amount owed will be deducted over the first two years of this Agreement.~~
- ~~If the employees owes between \$1801 and \$2700, the amount owed will be deducted over the first three years of this Agreement.~~
- ~~If the employee owes between between \$2701 and \$3600, the amount owed will be deducted over the first three years of this Agreement and the first year following December 1, 2023.~~

R. All employees who are receiving employer provided medical coverage of any kind shall contribute the following amounts toward the cost of medical coverage:

Family: The greater of \$35 per month or the amount, on a monthly basis, by which the illustrative rate for the family plan selected by the employee exceeds ~~\$18,596.96~~20,180.43.

Two-person: The greater of \$35 per month or the amount, on a monthly basis, by which the illustrative rate for the two-person plan selected by the employee exceeds ~~\$14,260.37~~15,474.60.

Single: The greater of \$35 per month or the amount, on a monthly basis, by which the illustrative rate for the single plan selected by the employee exceeds ~~\$6,818.87~~7,399.47.

For purposes of determining the amounts employees will pay under the two-person and family categories, the parties agree that all employees in the two-person and family categories will pay the same amount based upon a weighted average calculation using the aggregate numbers of all members of the bargaining unit.

The caps of ~~\$6,818.87~~7,399.47, ~~\$14,260.37~~15,474.60 and ~~\$18,596.96~~20,180.43 will be adjusted each plan year consistent with changes made by the State Treasurer based upon the change in the medical care component of the United States consumer price index for the most recent twelve (12) month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.



Employee health care contributions required by this Section shall be made by payroll deductions.

11. Article 23, Longevity Pay – Modify Section C as follows:

A. Longevity pay, within the meaning of this Article, is not . . .

* * *

~~EB.~~ Based on sub-section A, the maximum longevity payments provided for herein are as follows:

<u>Years of Service</u>	<u>Maximum Annual Longevity Payments</u>
5-7	\$300
7-14	\$750
14-21	\$1,500
21 plus	\$2,250

C. Payment for longevity shall be made once a year on or by the first pay date in December, ~~by December 10th~~. Such payment shall be by separate check and shall be based on the Employee's base rate as of November 30th preceding the date of the December payment 10th. In order to become eligible for the initial longevity payment, Employees must have completed the fifth year of service in the fiscal year preceding the payment in December. To be eligible for additional longevity payments, Employees must have completed the 7th, 14th, or 21st year in the fiscal year preceding the payment in December.

D. Upon the separation ...

12. Article 25, Clothing – Modify Sections C and E as follows:

C. Clothing allowance payments shall be paid before such assignment in the following manner:

PAYMENT DUE

ON OR BY THE FIRST PAY DATE OF

	<u>\$375 ALLOWANCE</u>	<u>\$187.50 ALLOWANCE</u>
December 1	\$75.00	\$37.50
February 1	\$112.50	\$56.25
June 1	\$187.50	\$93.75

E. Each employee shall receive a yearly maintenance and cleaning allowance of \$600 to be paid in 12 equal portions. The \$600 yearly maintenance and cleaning allowance was placed into the base wages of all Employees during

bargaining for the parties 2023-2026 Agreement, and are reflected in the salary schedule attached to this Agreement.



13. Article 29, Personal Business – Modify Article as follows:

Personal business, not to exceed 24 hours in any calendar year, shall be allowed Employees without loss of pay or deduction from sick leave. The first 16 hours of annual personal business cannot be denied except for City emergencies and significant City events, e.g., Livonia Spree, provided that such time is not used in conjunction with a holiday. The remaining 8 hours of pPersonal business can be taken at any time, in increments of at least two hours, subject to the operating needs of the department. Such requests shall be made in advance. ~~and in writing.~~

14. Article 32, Retirement – Modify Section III.B.2 as follows:

2. The health care benefit paid for Employees hired by the City into any bargaining unit after November 24, 1998 and prior to November 2, 2011, upon retirement, shall be as follows:

* * *

For employees retiring after 25 years of service the City will pay 100% of the payments toward premiums of the health care insurance, subject to premium sharing as provided in this Agreement.

15. Article 32, Retirement – Delete Section III.C as follows:

~~C. — All members of the Defined Contribution Plan on the date of ratification and who are on the payroll on March 8, 2022, will receive a one-time bonus in an amount equal to \$1,000 for each completed year of service with the City of Livonia as of June 30, 2020, up to a maximum of 30 years of service (\$30,000). This one-time bonus will be provided to each individual member as a cash payment with each employee having the option to defer a portion or all of the cash payment into the employee's 457(b) Deferred Compensation Account, if eligible, up to the maximum allowed by law.~~

16. Article 32, Retirement – Add new Section IV.M to read:

M. Retiree health insurance to employees participating in the Police and Fire Revised Retirement Plan who are eligible for retiree health insurance shall be in accordance with the provisions of Article 32, Section III.B.2.

17. Article 33, Salary Rates – Modify Article as follows:

* * *

The salary rates in effect for this Agreement shall be as provided in Appendix A attached hereto and shall be based on the following wages adjustments:



Effective December 1, ~~2020~~2023: ~~2.53~~% wage increase
Effective December 1, ~~2021~~2024: ~~32.5~~% wage increase
Effective December 1, ~~2022~~2025: ~~23.5~~% wage increase

In addition to the above across the board wage increases, the wage schedule will be adjusted as detailed in Appendix A to reflect the following:

1. The 2nd tier wage rates shall be eliminated, and employees hired on or after November 2, 2011 will be paid at the wage rate that had been in effect only for Employees hired before November 2, 2011.
2. The wage schedule for all Employees will be increased by \$600 prior to implementation of the 2% wage adjustment detailed below and prior to the implementation of the 3% increase that is effective December 1, 2023, in connection with the parties' Agreement to eliminate the yearly uniform maintenance and cleaning allowance in Article 25, Section E.
3. The wage schedule for Employees shall include a wage adjustment of 2% that will go into effect prior to implementation of the 3% increase that is effective December 1, 2023.

Additionally, should the Police Chief determine, in the Police Chief's discretion, that the unit as a whole provided supervisory community interaction at a level satisfactory to the Chief and provided exemplary supervisory assistance to subordinate employees at a level satisfactory to the Chief, all members of the bargaining unit will receive a ~~\$500~~ \$1,000 annual bonus at the end of each fiscal year of this Agreement in which a level of interaction and supervisory assistance is provided at the satisfactory level.

18. Article 37, Educational Premium/Incentive

A. All members of this bargaining unit shall receive an educational premium of \$900 annually, which shall be payable on or by the first pay date in December ~~10th~~ of each year during the term of this Agreement. Only employees hired or promoted into the classification of Police Officer prior to November 2, 2011 shall be entitled to this educational premium.

B. Employees who hold an earned Bachelor's Degree from an accredited college or university by the prior fiscal year, shall be eligible to receive an annual educational premium of \$750 which shall be paid on or by the first pay date in December ~~10th~~ of each year.

19. Article 38, Merit Compensation – Modify Article as follows:

Qualified Employees of this bargaining unit will be entitled to additional compensation annually, based upon the following:

A. Seniority, for purposes of this Section, will be the time determined from

member's continuous service date as of the earlier of the member's hire as a sworn Officer or Cadet.

- B. 1. An Employee promoted to Sergeant, ~~or~~ Lieutenant or Captain will receive this benefit upon promotion, provided the promotion is effective on or before April 8. Those who qualify for merit compensation will be paid on or by the first pay date of the month of the following July as follows:

Sergeants/Senior Sergeants	\$2750 annually
Lieutenants/Senior Lieutenants	\$2975 annually
<u>Captains</u>	<u>\$3570 annually</u>

2. In an Employee's final year of employment, only, the merit compensation provided for in Section B.1, above, will be as follows:

Sergeants/Senior Sergeants	\$5500 annually
Lieutenants/Senior Lieutenants	\$5500 annually
<u>Captains</u>	<u>\$6,000 annually</u>

Employees Lieutenant and Sergeants who retire before December 1st shall be reimbursed the difference between the previous year's merit compensation and \$5500 at the time of retirement. Employees Lieutenants and Sergeants who retire December 1st or beyond shall receive the \$5500 merit compensation at the time of retirement.

Captains who retire before December 1st shall be reimbursed the difference between the previous year's merit compensation and \$6,000 at the time of retirement. Captains who retire December 1st or beyond shall receive the \$6,000 merit compensation at the time of retirement.

- C. Each year, the payment will be made in a lump sum on the first pay date Friday in July.

* * *

20. Article 44, Termination and Modification – Modify Article as follows:

- A. The provisions of this Agreement shall be effective as of 12:00 A.M. December 1, 20202023, and shall continue and remain in full force and effect to and including November 30, 20232026, and thereafter for successive periods of one year unless either party shall, on or before August 1st of each year hereunder, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement in whole or in part. A notice of desire to modify, alter, renegotiate, change or amend, or any combination thereof, shall have the effect of terminating this Agreement on the expiration date hereunder. The parties agree, however, that the terms, conditions and benefits of this



Agreement shall continue until such time as the parties shall execute and ratify a new Agreement.

- B. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, if to the Association, addressed to the President and Secretary of the Association, c/o Livonia Police Station, 15050 Farmington, Livonia, Michigan 48154; or if to the Employer, addressed to City Council and the Civil Service Commission, City Hall, 33000 Civic Center Drive, Livonia, Michigan 48154; or to any such address as the Association or the Employer may make available to each other.

21. Article 48, Effective Date – Modify Article as follows:

This Agreement shall become effective commencing December 1, ~~2020~~2023, upon the date of execution of the Agreement except for those provisions which are herein specified as becoming effective at another date.

22. New Article 44 (and re-number remaining Articles accordingly) entitled 12-Hour Shifts (and delete MOU dated 1/29/2021 re: 12 hour work schedule trial basis) to read:

44. 12-HOUR SHIFTS

A. Only those personnel assigned to the Patrol Bureau of the Uniform Division are included in this program.

B. There shall generally be two 12-hour shift schedules including a “Day Shift” which shall run from 0700 to 1900 and a “Night Shift” which shall run from 1900 to 0700. The Chief of Police shall also have the right to establish a third twelve-hour shift with start and stop times at the City’s discretion upon 30 days’ notice to the Union. The City retains its right to make modifications to this schedule in the event of an emergency.

C. The following shall apply to the Patrol Division supervisors irrespective of any language to the contrary in this Agreement:

1. All supervisors assigned to the Patrol Bureau will work a twelve (12) hour shift schedule. There will be eighty (80) hours of scheduled work per pay period, which is a fourteen (14) day cycle. To achieve this, employees will work three (3) twelve (12) hour shifts each week. Employees will not work more than three (3) twelve (12) hours shifts in a row. Employees must also work one (1) eight (8) hour shift during each pay period. The eight (8) hour shift can be worked consecutive to twelve (12) hour shifts. Except in an emergency, 12-hour employees will not be required to work more than four consecutive days.

- 
2. The schedule will be on a twenty-eight (28) day cycle. Sergeants must work at least one (1) weekend (Saturday and Sunday consecutively) during a twenty-eight (28) day cycle. Sergeants must also work at least two (2) additional primary days (Friday, Saturday, or Sunday) during the twenty-eight (28) day cycle, provided that Sergeants are not required to work primary days during the 28-day cycle in which their annual furlough begins. The primary days do not have to be consecutive. The weekend and primary workdays shall be twelve (12) hour shifts. Leave days will be selected based upon seniority and will be picked based upon two (2) cycles, making it fifty-six (56) days. A minimum of two supervisors are required to be on duty for each shift. The Lieutenants are exempt from working a mandatory weekend.
 3. Patrol Lieutenants and Sergeants' shifts and leave days will be selected as detailed in the parties "12-Hour Shift Operating Guidelines," as modified from time to time.
 4. Except in an emergency, supervisors will be required to have eight (8) hours off between shifts. Secondary employment that is not compliant with this clause is prohibited. At no time will any employee be allowed to work twenty-four (24) consecutive hours.
 5. Seniority will be based on time in rank. Patrol supervision will bid for shifts based upon seniority as currently is the practice. Shift bids will be on a bi-annual basis and posted two (2) months prior to the beginning of the new cycle. Each shift must have twenty-five percent (25%) of their manpower with at least one (1) year of seniority. This mandate is to ensure that each shift has equal experience in time, defined as seniority, compared to the other shift. Seniority must be re-evaluated on an annual basis. The analysis may cause the listed minimums to be modified. Any modification must be agreed upon by all parties. The Chief of Police may re-assign personnel to achieve this goal.
 6. Holiday pay shall continue to be based upon eight (8) hours per holiday.
 7. When selecting a monthly court date for traffic offenses, all supervisors working Day Shift will report for court while on duty during their shift. All supervisors working Night Shift must ensure that they have a minimum of eight (8) hours off prior to their next shift. Any supervisor working Night Shift shall use discretionary time if they are held late at Court and it would cause them to not have at least eight (8) hours off until their next shift. Any supervisor who has to appear for Court that is on their day off (example: pre-trial hearing, trial, court at the Third Circuit Court, etc.), shall be compensated as prescribed in Article 21 of the Agreement.



Day Shift – appearance while working.

Night Shift – two (2) hour minimum or time and one-half, whichever is greater.

8. Prescheduled overtime (STAR details, Reserve details, etc.) must be worked prior/after the employee's eight (8) hour shift or on their day off. Employees can also volunteer to cover additional shifts as long as it does not cause them to work more than three (3) consecutive twelve (12) hour shifts and allows at least eight (8) hours off in between shifts. Generally, only one (1) block of overtime will be permitted. This is not to exceed twelve (12) hours of work on any given day.

9. The Chief of Police retains all rights to approve or deny employee requests for time off and to reassign employees pursuant to management rights.

D. The parties recognize that the agreement to go to a 12-hour shift schedule was based on numerous factors, but that an absolute and unqualified condition of the City's agreement to agree to this change was based on the understanding of the parties that the modification to a 12-hour shift schedule would be essentially cost neutral to the City. Both the City and the Union recognize that there are a variety of twelve (12) hour shift schedules, some of which include an increase in work schedules during a two-week pay period. These schedules increase hours of work from eighty (80) hours to eighty-four (84) hours. The Union specifically proposed this eighty (80) hour schedule to achieve the cost neutrality required by the City. The parties further agree that any changes in the future to the 12-hour shift schedule shall continue to satisfy the objective of maintaining essential cost neutrality. The language of this paragraph will be contained in any future collective bargaining agreement which contains any form of a 12-hour shift schedule.

23. Delete the following from the Agreement:

- 9/3/2020 LOA regarding change to LCOA and addition of Captains into bargaining unit.

24. The parties agree to work together following ratification to do any additional cleanup to incorporate the agreements herein, to convert language to gender neutral terminology and to do general contract cleanup. Any contract cleanup must be agreed to by both parties.

City of Livonia
Livonia Command Officers Association Payrates

APPENDIX A

<u>CLASSIFICATION</u>		3%			2.5%			3.5%		
		2023-2024			2024-2025			2025-2026		
		HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
SERGEANT	STEP 1	\$45.66	\$3,652.80	\$94,972.80	\$46.80	\$3,744.00	\$97,344.00	\$48.44	\$3,875.20	\$100,755.20
	MAXIMUM	\$47.35	\$3,788.00	\$98,488.00	\$48.53	\$3,882.40	\$100,942.40	\$50.23	\$4,018.40	\$104,478.40
SENIOR SERGEANT	MAXIMUM	\$49.66	\$3,972.80	\$103,292.80	\$50.90	\$4,072.00	\$105,872.00	\$52.68	\$4,214.40	\$109,574.40
LIEUTENANT	MINIMUM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	MAXIMUM	\$52.03	\$4,162.40	\$108,222.40	\$53.33	\$4,266.40	\$110,926.40	\$55.20	\$4,416.00	\$114,816.00
SENIOR LIEUTENANT	MAXIMUM	\$54.61	\$4,368.80	\$113,588.80	\$55.98	\$4,478.40	\$116,438.40	\$57.94	\$4,635.20	\$120,515.20
CAPTAIN	MAXIMUM	\$60.05	\$4,804.00	\$124,904.00	\$61.55	\$4,924.00	\$128,024.00	\$63.70	\$5,096.00	\$132,496.00

Note: Effective 12/1/2017 the rate for all employees promoted to the Lieutenant classification is the *MAXIMUM* rate.

Note: ~~Effective 12/1/2014 rates for employees hired or promoted to the Police Officer classification on or after 11/2/2011 include Gun Allowance and Education Premium.~~

Note: Effective 12/1/2023 the rate for all employees includes the Uniform Cleaning and Maintenance Allowance

City of Livonia
Livonia Command Officers Association Payrates

INTERNAL USE ONLY
DO NOT DISTRIBUTE

			CONTRACT ADJUSTMENTS						ACTUAL WAGES			CHANGE SUMMARY	
<u>CLASSIFICATION</u>		2022-2023 ANNUAL	<u>Eliminate 2nd Tier</u>	<u>Cleaning Allowance</u>	<u>2% One-Time Adjustment</u>	<u>Wage Inc 3%</u>	<u>3% Projected 12/1/2023 Wage</u>	<u>Projected Hourly Rate UnRounded</u>	<u>3% 2023-2024</u>			<u>1st Year \$ Increase</u>	<u>1st Year % Increase</u>
									<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>		
SERGEANT (HIRED BEFORE 11/2/11)	STEP 1	\$89,793.60		\$600.00	\$1,807.87	\$2,766.04	\$94,967.51	45.657457	\$45.66	\$3,652.80	\$94,972.80	\$5,179.20	5.77%
	MAXIMUM	\$93,142.40		\$600.00	\$1,874.85	\$2,868.52	\$98,485.77	47.348928	\$47.35	\$3,788.00	\$98,488.00	\$5,345.60	5.74%
SERGEANT (HIRED ON OR AFTER 11/2/11)	MINIMUM	\$87,609.60	\$2,184.00	\$600.00	\$1,807.87	\$2,766.04	\$94,967.51	45.657457	\$45.66	\$3,652.80	\$94,972.80	\$7,363.20	8.40%
	MAXIMUM	\$90,729.60	\$2,412.80	\$600.00	\$1,874.85	\$2,868.52	\$98,485.77	47.348928	\$47.35	\$3,788.00	\$98,488.00	\$7,758.40	8.55%
SENIOR SERGEANT (HIRED BEFORE 11/2/11)	MAXIMUM	\$97,718.40		\$600.00	\$1,966.37	\$3,008.54	\$103,293.31	49.660245	\$49.66	\$3,972.80	\$103,292.80	\$5,574.40	5.70%
SENIOR SERGEANT (HIRED ON OR AFTER 11/2/11)	MAXIMUM	\$95,097.60	\$2,620.80	\$600.00	\$1,966.37	\$3,008.54	\$103,293.31	49.660245	\$49.66	\$3,972.80	\$103,292.80	\$8,195.20	8.62%
LIEUTENANT (HIRED BEFORE 11/2/11)	MINIMUM	N/A							N/A	N/A	N/A	N/A	N/A
	MAXIMUM	\$102,419.20		\$600.00	\$2,060.38	\$3,152.39	\$108,231.97	52.034601	\$52.03	\$4,162.40	\$108,222.40	\$5,803.20	5.67%
LIEUTENANT (HIRED ON OR AFTER 11/2/11)	MINIMUM	N/A							N/A	N/A	N/A	N/A	N/A
	MAXIMUM	\$99,548.80	\$2,870.40	\$600.00	\$2,060.38	\$3,152.39	\$108,231.97	52.034601	\$52.03	\$4,162.40	\$108,222.40	\$8,673.60	8.71%
SENIOR LIEUTENANT (HIRED BEFORE 11/2/11)	MAXIMUM	\$107,515.20		\$600.00	\$2,162.30	\$3,308.33	\$113,585.83	54.608572	\$54.61	\$4,368.80	\$113,588.80	\$6,073.60	5.65%
SENIOR LIEUTENANT (HIRED ON OR AFTER 11/2/11)	MAXIMUM	\$104,374.40	\$3,140.80	\$600.00	\$2,162.30	\$3,308.33	\$113,585.83	54.608572	\$54.61	\$4,368.80	\$113,588.80	\$9,214.40	8.83%
CAPTAIN	MAXIMUM	\$118,289.60		\$600.00	\$2,377.79	\$3,638.02	\$124,905.41	60.050678	\$60.05	\$4,804.00	\$124,904.00	\$6,614.40	5.59%

Note: Effective 12/1/2017 the rate for all employees promoted to the Lieutenant classification is the **MAXIMUM** rate.

Note: ~~Effective 12/1/2014 rates for employees hired or promoted to the Police Officer classification on or after 11/2/2011 include Gun Allowance and Education Premium.~~

Note: Effective 12/1/2023 the rate for all employees includes the Uniform Cleaning and Maintenance Allowance

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

7. REQUEST FOR AUTHORIZATION TO SELL CITY-OWNED SCATTERED SITE HOUSING PROPERTY ACQUIRED FROM THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM: Livonia Housing Commission, re: for the home located at 20120 Deering, 48152 to Lateefa Scott for a sale price of \$168,000.00.

Jim Ingles, Interim Director of Housing, 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

7.

Housing
November 15, 2023

MEETING DATE

Study Meeting, December 4
2023

PREPARED BY

Madison Bjertness, CDBG Specialist,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO SELL CITY-OWNED SCATTERED SITE HOUSING PROPERTY ACQUIRED FROM THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM: Livonia Housing Commission, re: for the home located at 20120 Deering, 48152 to Lateefa Scott for a sale price of \$168,000.00.

BACKGROUND DETAILS

The City of Livonia purchased the property located at 20120 Deering, 48152 around 2000. This property was acquired utilizing Federal Community Development Block Grant (CDBG) Program funds and has been a rental home since that time. The 20120 Deering property was vacated in June 2022. An appraisal of the property was conducted which resulted in an appraised value of \$168,000.00. One of the goals of the Housing Department is to increase housing affordability and stability. Approving this sale would not only achieve these goals, it would also provide the Scott's with an opportunity to move out of rental housing and into homeownership. Lateefa Scott is income qualified pursuant to federal income guidelines and were approved for a 30-year Fixed FHA mortgage.

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

The Livonia Housing Commission would respectfully request that the Livonia City Council approve the sale of 20120 Deering, Livonia, MI. 48152 to Lateefa Scott and further authorize the Law Department to prepare a Quit Claim Deed and authorize the Housing Director or Community Development Division Director to execute the appropriate sale documents. Proceeds from the sale are to be returned to the federal CDBG program and classified as program income.

ATTACHMENTS

1. Appraisal 20120 Deering
2. Signed Agreement FINAL

APPROVED BY

Date: November 16, 2023

Jim Inglis, Director of Housing



Date: November 16, 2023

Michael Slater, Finance Director



Date: November 16, 2023

Paul Bernier, City Attorney



Date: November 17, 2023

Maureen Miller Brosnan, Mayor

RIDENER APPRAISAL SERVICE, INC.

File No. 230495

***** INVOICE *****

File Number: 230495

08/14/2023

Livonia Housing Commission
19300 Purlingbrook
Livonia, MI

Invoice # : 230495
Order Date : 08/11/2023
Reference/Case # :
PO Number :

20120 Deering St
Livonia, MI 48152

Appraisal Fee	\$	375.00
	\$	-----
Invoice Total	\$	375.00
State Sales Tax @	\$	0.00
Deposit	(\$	)
Deposit	(\$	)

Amount Due	\$	375.00

Terms: Net 30 days

Please Make Check Payable To:

RIDENER APPRAISAL SERVICE, INC.
18465 Stoneridge Court
Northville, MI 48168

Fed. I.D. #: 38-3367840

Thank you for your business!

RIDENER APPRAISAL SERVICE, INC.

File No. 230495

APPRAISAL OF

Single Family Dwelling

LOCATED AT:

20120 Deering St
Livonia, MI 48152

CLIENT:

Livonia Housing Commission
19300 Purlingbrook
Livonia, MI, 48154

AS OF:

August 12, 2023

BY:

Kimberly G. Ridener
Certified Residential Appraiser

Livonia Housing Commission
19300 Purlingbrook
Livonia, MI, 48154

File Number: 230495

In accordance with your request, I have appraised the real property at:

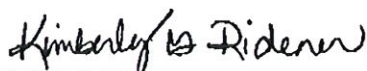
20120 Deering St
Livonia, MI 48152

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of August 12, 2023 is:

\$168,000
One Hundred Sixty-Eight Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.



Kimberly G. Ridener
Certified Residential Appraiser

Residential Appraisal Report

File No. 230495

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

PURPOSE
 Client Name/Intended User Livonia Housing Commission E-mail _____
 Client Address 19300 Purlingbrook City Livonia State MI Zip 48154
 Additional Intended User(s) Livonia Housing Commission
 Intended Use Estimate market value for potential sale

SUBJECT
 Property Address 20120 Deering St City Livonia State MI Zip 48152
 Owner of Public Record City Of Livonia Housing County Wayne
 Legal Description 1D297 Argonne Sub T1s R9e L40 P5 Wcr Lot 297
 Assessor's Parcel # 46-001-04-0297-000 Tax Year 2022 R.E. Taxes \$ 0.00
 Neighborhood Name Argonne Sub Map Reference CT 2010 Census Tract 5561.00
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe) _____

SALES HISTORY
 My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
 Prior Sale/Transfer: Date _____ Price _____ Source(s) Realcomp MLS
 Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) The was no previous recorded history for the past 36 months for the subject and the past 12 months for the comparables #1, #2 and #3.
 Offerings, options and contracts as of the effective date of the appraisal No offerings, options or contracts as of the effective date of the appraisal.

NEIGHBORHOOD

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %			
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit	90 %
Built-Up	☒ Over 75%	☐ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$(000)	(yrs)	2-4 Unit	%
Growth	☐ Rapid	☒ Stable	☐ Slow	Marketing Time	☒ Under 3 mths	☐ 3-6 mths	☐ Over 6 mths	125 Low	45	Multi-Family	%
Neighborhood Boundaries <u>See Attached Addendum</u>								240 High	80	Commercial	10 %
								175 Pred.	70	Other	%

 Neighborhood Description The subject's neighborhood is overall in moderate proximity to local employment centers and recreational amenities with predominate employment centers located within a reasonable commute by auto or mass transit.
 Market Conditions (including support for the above conclusions) See Attached Addendum

SITE
 Dimensions 136 x 40 Area 5445 sf Shape Rectangle View N;Res;
 Specific Zoning Classification NI Zoning Description Neighborhood
 Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe) _____
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe: The subject's highest and best use is as it's current use, as improved.

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	☒		Water	☒	Street	☒	☐
Gas	☒		Sanitary Sewer	☒	Alley	☐	☐

 Site Comments See Attached Addendum

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION		INTERIOR	
Units ☒ One ☐ One w/Acc. unit ☐		☐ Concrete Slab ☒ Crawl Space		Foundation Walls	Concrete/Avg.	Floors	Vinyl/Hdwd/Avg.
# of Stories <u>1</u>		☐ Full Basement ☐ Partial Basement		Exterior Walls	Vinyl/Avg.	Walls	Drywall/Avg.
Type ☒ Det. ☐ Att. ☐ S-Det/End Unit		Basement Area <u>0</u> sq. ft.		Roof Surface	Asphalt Shingle/Avg.	Trim/Finish	Wood/Pntd/Avg.
☒ Existing ☐ Proposed ☐ Under Const.		Basement Finish <u>0 %</u>		Gutters & Downspouts	Aluminum/Avg.	Bath Floor	Ceramic/Avg.
Design (Style) <u>Ranch</u>		☐ Outside Entry/Exit ☐ Sump Pump		Window Type	Slide/Avg.	Bath Wainscot	Ceramic/Avg.
Year Built <u>1958</u>				Storm Sash/Insulated	Insulated/Avg.	Car Storage	☐ None
Effective Age (Yrs) <u>25</u>				Screens	Aluminum/Avg.	☒ Driveway	# of Cars <u>1</u>
Attic ☐ None		Heating ☒ FWA ☐ HW ☐ Radiant		Amenities	☐ Woodstove(s) # <u>0</u>	Driveway Surface	Concrete
☐ Drop Stair ☐ Stairs		☐ Other ☐ Fuel Gas		☐ Fireplace(s) # <u>0</u>	☒ Fence Chn.Lnk	Garage	# of Cars <u>0</u>
☐ Floor ☒ Scuttle		Cooling ☒ Central Air Conditioning		☐ Patio/Deck <u>None</u>	☒ Porch	Carport	# of Cars <u>0</u>
☐ Finished ☐ Heated		☐ Individual ☐ Other		☐ Pool <u>None</u>	☐ Other <u>None</u>	☐ Att.	☐ Det. ☐ Built-in
Appliances ☐ Refrigerator ☐ Range/Oven		☐ Dishwasher ☐ Disposal ☐ Microwave		☐ Washer/Dryer	☐ Other (describe) _____		
Finished area above grade contains: <u>6 Rooms</u>		<u>4 Bedrooms</u>		<u>1.0 Bath(s)</u>		<u>1,272 Square Feet of Gross Living Area Above Grade</u>	
Additional Features <u>The subject is a four bedroom ranch style dwelling.</u>							

 Comments on the Improvements The kitchen and bath have been updated. Timeframe unknown. Percentage of physical depreciation is rounded upwards to the nearest whole percentage and is based on the age-life method of depreciation. No repairs, functional or external depreciation were noted at the time of inspection. This appraiser makes no guarantee or warranties, express or implied, regarding the condition of the mechanicals and structural condition of the subject property. It is assumed that they are in sound and working condition. All utilities were turned on and all mechanical systems are functioning in a normal manner.

File No. 230495

Ridener Appraisal Service

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.
10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.
11. The ACI General Purpose Appraisal Report (GPAPTM) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

Residential Appraisal Report

File No. 230495

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: ☒ Market Value ☐ Other Value: _____
Source of Definition: _____

ADDRESS OF THE PROPERTY APPRAISED:

20120 Deering St
Livonia, MI 48152
EFFECTIVE DATE OF THE APPRAISAL: 08/12/2023
APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 168,000

APPRAISER

Signature: Kimberly G. Ridener
Name: Kimberly G. Ridener
State Certification # 1204000822
or License # _____
or Other (describe): _____ State #: _____
State: MI
Expiration Date of Certification or License: 07/31/2025
Date of Signature and Report: 08/14/2023
Date of Property Viewing: _____
Degree of property viewing:
☒ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

ADDENDUM

Client: Livonia Housing Commission	File No.: 230495
Property Address: 20120 Deering St	Case No.:
City: Livonia	State: MI Zip: 48152

Neighborhood Boundaries

The subject is located North of Seven Mile Road, South of Grand River Avenue, West of Inkster Road, and East of Angling Street. The single family dwellings consist primarily of one and two story detached dwellings mixed in style and construction quality. Commercial property is located along main thoroughfares and only effects properties that abut to it. The subject is serviced by the Clarenceville Public School System.

Neighborhood Market Conditions

Interest rates are still expected to continue to rise through 2023. The Federal Reserve announced at the May 2023 FOMC meeting another .25 basis point increase to the Federal Fund rate and a projected continued increase in the federal funds rate through 2023 and possibly 2024 to curb inflation. FHA, VA, and Land Contract sales are acceptable alternative forms of financing.

Due to the increasing acceptance of appraisal waivers by lenders, it has become evident that in many instances, the market valuation is being inflated with the higher sales not requiring an appraisal or being subjected to the appraisal process. Often, when confirmed by the agent, the higher prices sales that can not be supported by the market have opted to use an appraisal waiver. This is supported often by similar sales in a market area and one sale being substantially priced above the market and not supported.

Site Comments

This lot is typical for the area in terms of size and appeal. There are no adverse apparent adverse easements, encroachments or conditions. This lot is suitable for the improvements.

This appraiser did not investigate specific zoning ordinances and is not qualified to determine zoning violations and setbacks.

No adverse environmental condition were noted from a visual inspection of the property and surrounding area or from common public record.

Comments on Sales Comparison

Comparable sales were selected based on similarity to subject based on location, square footage, functional utility and condition. All comparable sales are with the subject's competing market area. After appropriate and necessary adjustments, the comparable sales selected indicated a range and a mid-range value for the subject. The comparable sales reported in this appraisal are deemed the most appropriate in estimating the fair market value for the subject. Paired analysis, market reaction and experience are used to determine adjustment amounts. Realcomp MLS was the primary source for obtaining sale and listing data. Adjustment values of zero in the sales comparison grid indicated that the appraiser considered an adjustment, however after consideration, determined the difference to be so minimal that it is not recognized by the market. Therefore, no adjustment was made.

Primary consideration is given to comparable #1 due to it's recent sale date and requiring few adjustments. Support is also given to the remaining sales. An opinion of value is an opinion of market value, based upon comparable sales and a weighting of comparable sales. Appraisals are not the average of the comparable sales used. Some comparable sales are more comparable to the subject property than others.

No adjustment is warranted for age differences for the subject and the comparables +/- 8 years. No adjustment is warranted for the site size differences, the size difference is negligible. The market does not recognize the minimal difference. Comparable #2 and #3 were given a condition adjustment for their lack of similar updating.

Conditions of Appraisal

Samantha Bourque, a State of Michigan Licensed Limited Real Estate Appraiser #1201075897, participated in this report. The participation includes physical inspection of subject property, exterior inspection of the comparable sales and inputting subject data in report.

EXPOSURE TIME: estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The opinion of the time period for reasonable exposure is not intended to be a prediction of a date of sale or a one line statement. Instead, it is an integral part of the analyses conducted during the appraisal assignment. The opinion may be expressed as a range. USPAP 2022-2023 Edition The Appraisal Foundation.

The purpose of their appraisal is to estimate market value of the subject property for NON federally related mortgage purposes.

Appraisers are required to be licensed in the State of Michigan and are regulated by the Department of Licensing and Regulatory Affairs. PO Box 30018, Lansing, Michigan, 48909.

The electronic signatures currently being utilized were established by our software provider (ACI/Polaroid Digital Solutions) These signatures are generated through the computer/computer software.

This appraisal is not a home or environmental inspection and the appraiser is not acting as a home or environmental inspector when preparing this report. The borrower has the right to have the home inspected by a professional home or environmental inspector.

ADDENDUM

Client: Livonia Housing Commission	File No.: 230495
Property Address: 20120 Deering St	Case No.:
City: Livonia	State: MI Zip: 48152

When completing the appraisal, a visual inspection was done in accordance with FNMA guidelines. The inspection is not technically exhaustive. The inspection does not offer warranties or guarantees of any kind. The appraiser provides an opinion of value. This appraisal does not guarantee that the property is free of defects or environmental problems.

SCOPE OF APPRAISAL: The scope of the discussion in this report is specific to the needs of the client and to the intended use of this report. The report was prepared for the sole and exclusive use of the client and its use or reliance on by anyone other than the client is prohibited. The appraiser is not responsible for unauthorized use of the report. If you are not the client listed above, you are a 'third party' to the report and are warned not to rely on this report in anyway. It's quite possible that misinterpretation of the information contained may occur. No one, client or third party, should rely on this report to disclose the condition of the property or the presence/absence of any defects. This is an appraisal report, not a home inspection report.

This report should be read in its entirety, including all attachments and addendums. Special attention should be given to the certification and limiting conditions.

This report has been prepared for the mortgage lending purposes only. Any other use is strictly prohibited without the express written consent of the appraiser.

SCOPE OF WORK

To develop the opinion of value shown on the report, the appraiser(s) performed a complete appraisal process as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). This means that no departures from Standards Rule 1 were invoked.

In conducting the appraisal assignment, the appraiser first collected preliminary public record information, and made an initial search of available market sales, trends, and influences using local MLS data. A physical viewing of the subject property was made in accordance with the information requirements of the URAR format. General research on comparable properties in the subject and competing neighborhoods was performed. Comparable sales selection was refined to the most similar and recent sale properties subject to the conditions of appraisal. A residential market analysis using standard residential appraisal methods and techniques was completed. The value indications from the comparable sale properties were reconciled into a final value estimate. The land value estimate is limited to a review of real market assessed land value, land sales in the neighborhood, and abstraction of land values from improved sales in the neighborhood.

The purpose of the final value reconciliation is to develop a rational, defensible conclusion of the most probable market value for the subject property subject to the assumptions and conditions specified for this assignment.

Any other visits or work performed will be deemed outside the scope of the original assignment and a fee will be charged.

LIMITING CONDITIONS AND ASSUMPTIONS:

The estimate of market value is effective as of the date of the initial inspection of the subject property, which is noted on the appraisal report. This is not a prospective determination of market value and this appraiser makes no estimates of market value for any date other than that specified in the report. Conditions or events outside the scope of work statement, assumptions and conditions under which this estimate of market value is determined could alter this appraiser's opinion of market value and render this report void.

The appraiser is not an expert in matters of contracting, estimating, pest control, mold, structural engineering, hazardous waste, survey, condemnation, title matters or any profession other than real property appraisal. This appraiser shall not be held responsible for issues arising out of areas beyond his expertise. It is assumed that all permits for construction, modification and/or changes, were obtained. Any representation regarding square footage is an approximation and the appraiser does not guarantee accuracy. The appraiser will not be liable for any representation of square footage. The inspection is not technically exhaustive. The inspection does not offer warranties or guarantees of any kind. The appraiser provides an opinion of value subject to the conditions and assumptions of the assignment. When performing the inspection of this property, the appraiser visually observed areas that were accessible. The appraiser is not required to disturb or move anything that obstructs access or visibility.

Information used as supporting data is assumed to be reliable. This appraiser will not be held liable for representation of properties provided by any third party.

The report was prepared for the sole and exclusive use of the client and its use or reliance on by anyone other than the client is prohibited. The appraiser is not responsible for unauthorized use of the report. It's quite possible that misinterpretation of the information contained may occur. No one, client or third party, should rely on this report to disclose the condition of the property or the presence/absence of any defects. This is an appraisal report, not a home inspection report.

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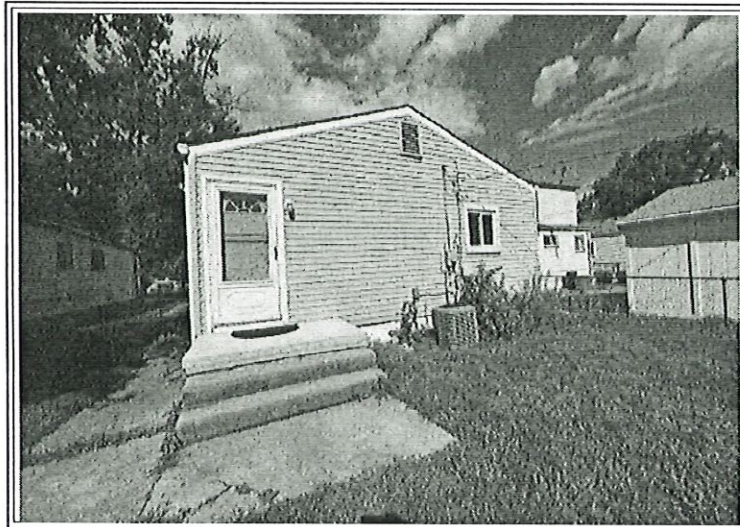
SUBJECT PROPERTY PHOTO ADDENDUM

Client: Livonia Housing Commission	File No.: 230495
Property Address: 20120 Deering St	Case No.:
City: Livonia	State: MI Zip: 48152



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: August 12, 2023
Appraised Value: \$ 168,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Livonia Housing Commission	File No.: 230495
Property Address: 20120 Deering St	Case No.:
City: Livonia	State: MI Zip: 48152



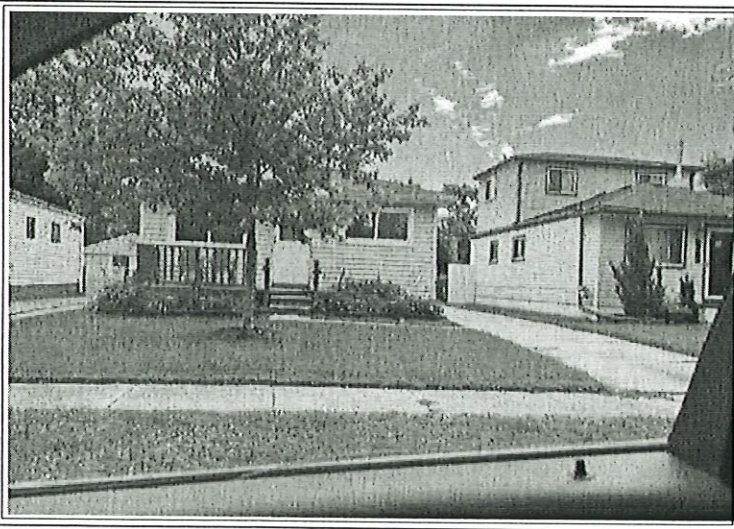
COMPARABLE SALE #1

27620 Long St
Livonia, MI 48152
Sale Date: s07/23;c06/23
Sale Price: \$ 175,000



COMPARABLE SALE #2

20115 Antago St
Livonia, MI 48152
Sale Date: s07/23;c05/23
Sale Price: \$ 170,000



COMPARABLE SALE #3

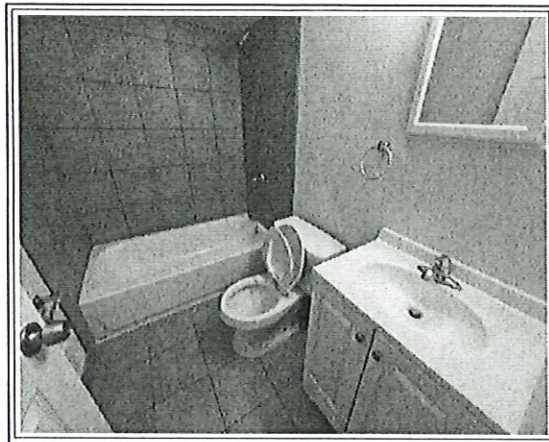
20128 Deering St
Livonia, MI 48152
Sale Date: s10/22;c08/22
Sale Price: \$ 165,000

ADDITIONAL PHOTO PAGE

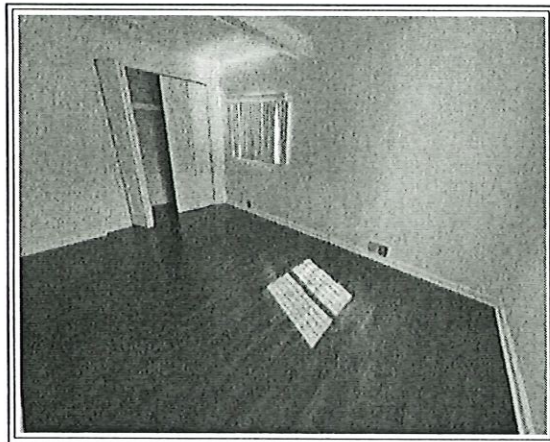
Client: Livonia Housing Commission	File No.: 230495
Property Address: 20120 Deering St	Case No.:
City: Livonia	State: MI Zip: 48152



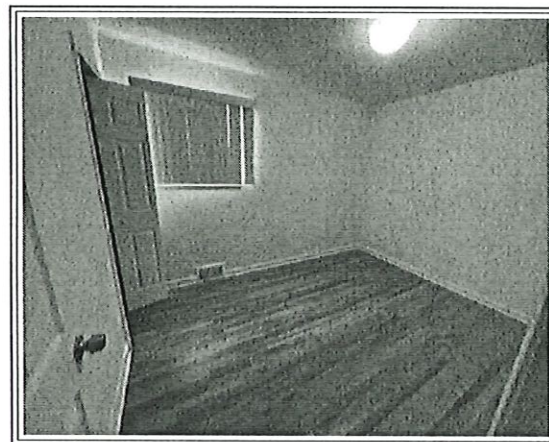
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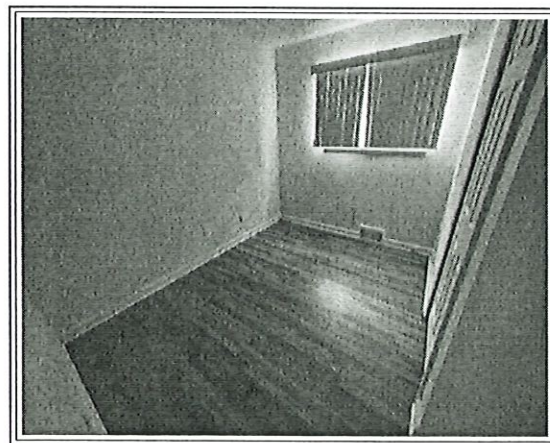
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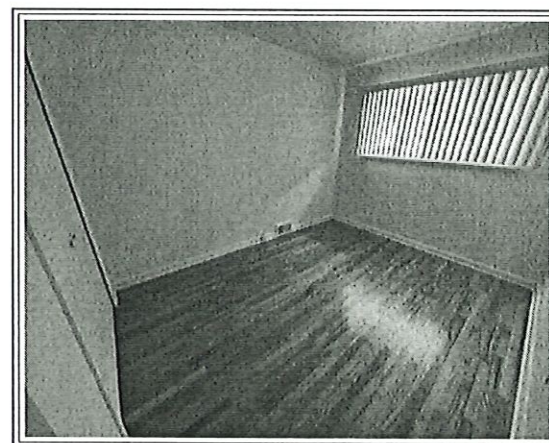
BEDROOM



BEDROOM



BEDROOM



BEDROOM

ADDITIONAL PHOTO PAGE

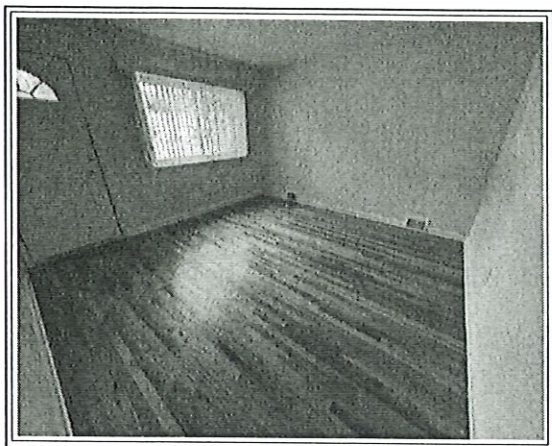
Client: Livonia Housing Commission
 Property Address: 20120 Deering St
 City: Livonia

File No.: 230495

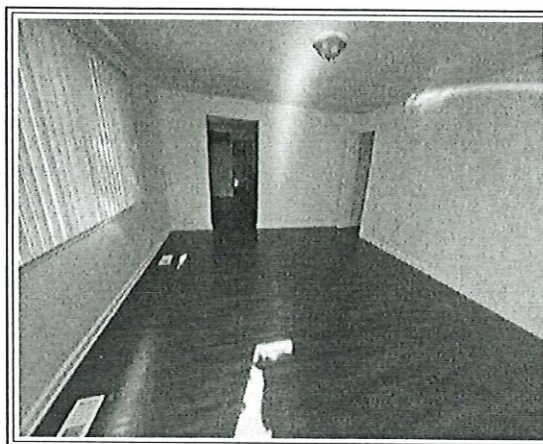
Case No.:

State: MI

Zip: 48152



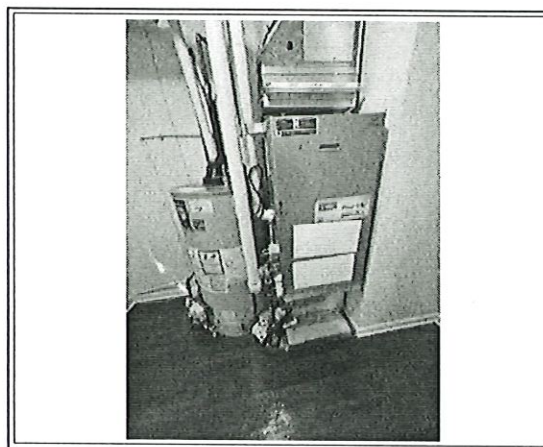
LIVING ROOM



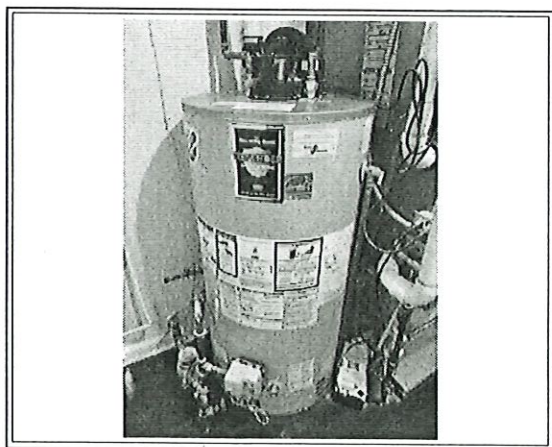
FAMILY ROOM



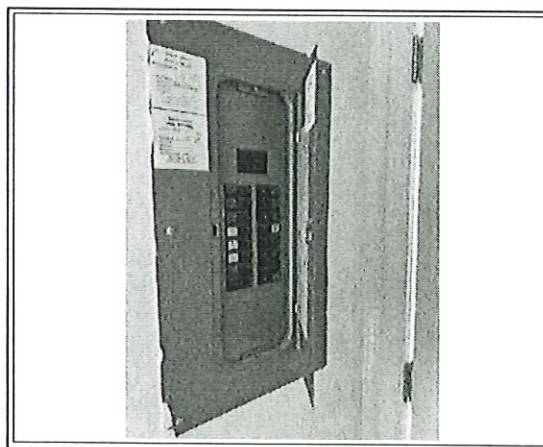
LAUNDRY/UTILITIES



FURNACE



WATER HEATER



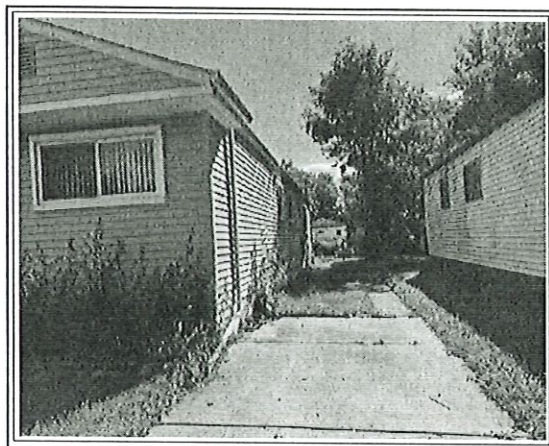
ELECTRICAL PANEL

ADDITIONAL PHOTO PAGE

Client: Livonia Housing Commission		File No.: 230495
Property Address: 20120 Deering St		Case No.:
City: Livonia	State: MI	Zip: 48152



BACKYARD



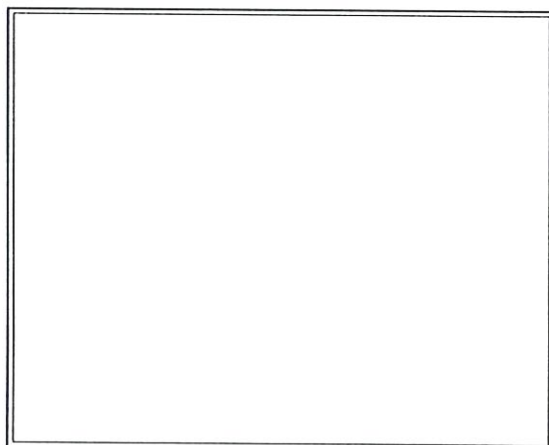
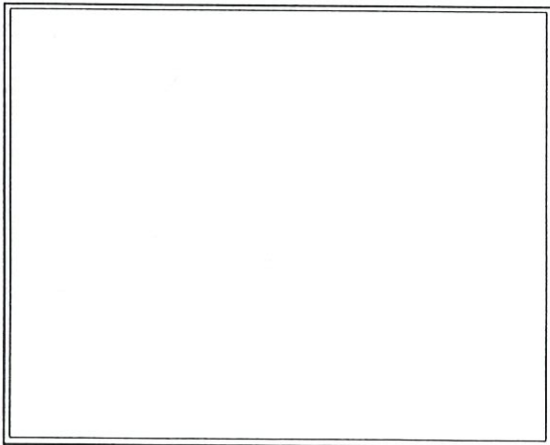
SIDE VIEW



SIDE VIEW



STREET SCENE



FLOORPLAN SKETCH

Client: Livonia Housing Commission
 Property Address: 20120 Deering St
 City: Livonia

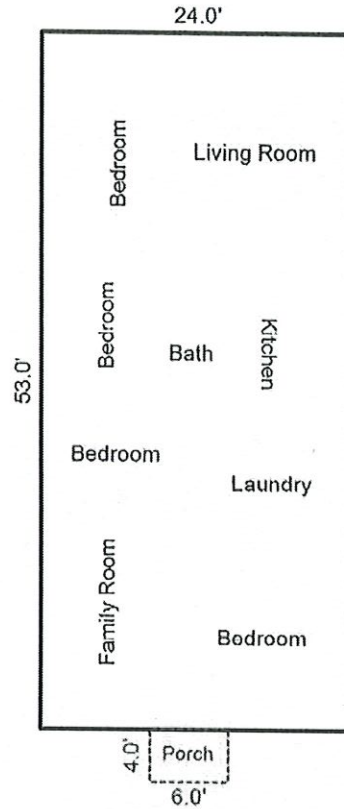
File No.: 230495

Case No.:

State: MI

Zip: 48152

First Floor



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY						AREA CALCULATIONS BREAKDOWN				
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width =	Area
GLA1	First Floor	1.0	1272.0	154.0	1272.0	First Floor		53.0 x	24.0 =	1272.0
P/P	Porch	1.0	24.0	20.0	24.0					
Net LIVABLE						1 total items			(rounded)	1,272

© LOOKABOUT (US) Inc. via Apex Software

LOCATION MAP

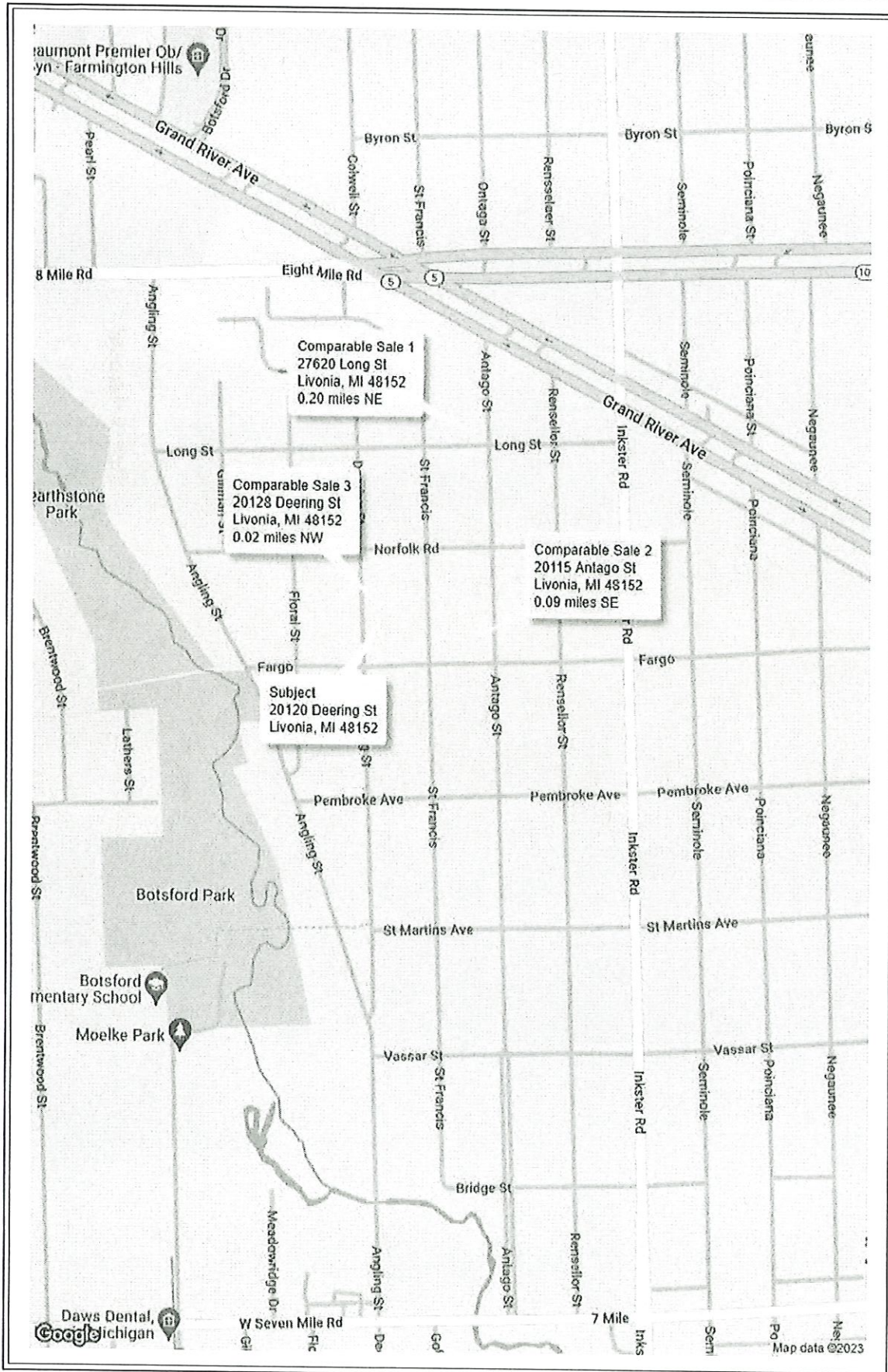
Client: Livonia Housing Commission
 Property Address: 20120 Deering St
 City: Livonia

File No.: 230495

Case No.:

State: MI

Zip: 48152



License Page

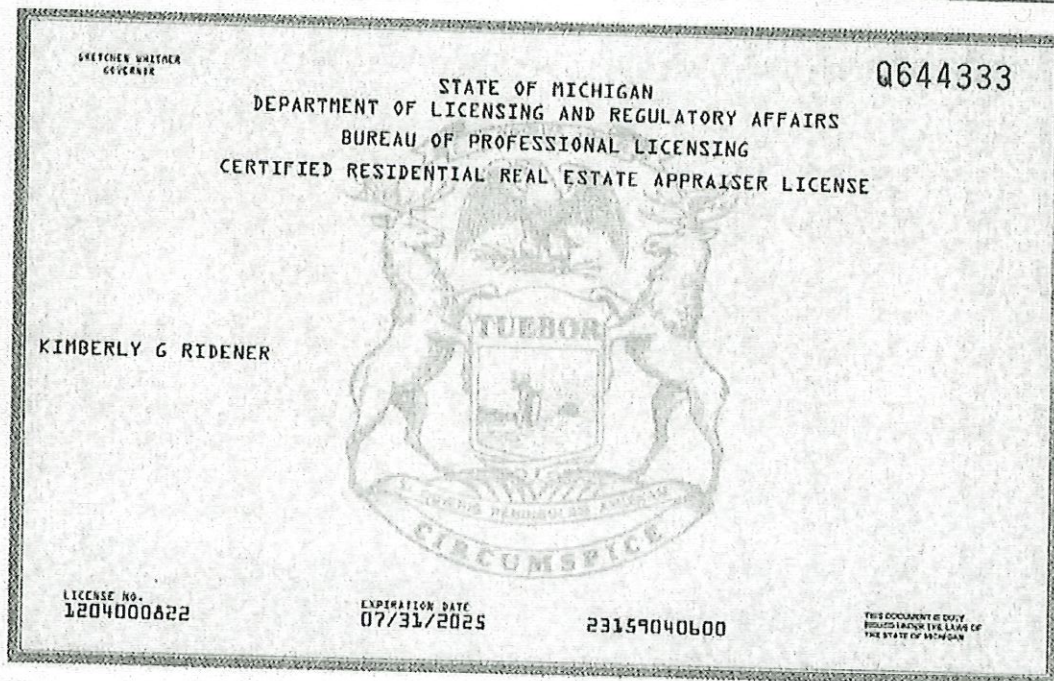
Client: Livonia Housing Commission
Property Address: 20120 Deering St
City: Livonia

File No.: 230495

Case No.:

State: MI

Zip: 48152



E & O Policy

Client: Livonia Housing Commission
 Property Address: 20120 Deering St
 City: Livonia

File No.: 230495

Case No.:

State: MI

Zip: 48152



LIA Administrators & Insurance Services

APPRAISAL, VALUATION AND PROPERTY SERVICES
 PROFESSIONAL LIABILITY INSURANCE POLICY



DECLARATIONS

Aspen American Insurance Company

(Referred to below as the "Company")

590 Madison Avenue, 7th Floor

New York, NY 10022

877-245-3510

Date Issued

Policy Number

Previous Policy Number

12/14/2022

AAR00470-08

AAR00470-07

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 131704

Named Insured:

RIDENER APPRAISAL SERVICE, INC.

Kimberly G. Ridener

18465 Stoneridge Court

Northville, MI 48168

2. Policy Period: From: 01/20/2023 To: 01/20/2024

1201 A.M. Standard Time at the address stated in 1 above.

3. Deductible: \$1000 Each Claim

4. Retroactive Date: 01/20/1995

5. Inception Date: 01/20/2016

6. Limits of Liability: A. \$1,000,000 Each Claim
 B. \$1,000,000 Aggregate

Subpoena Response: \$5,000 Supplemental Payment Coverage

Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage

Disciplinary Proceeding: \$7,500 Supplemental Payment Coverage

Loss of Earnings: \$500 per day Supplemental Payment Coverage

7. Covered Professional Services (as defined in the Policy and/or by Endorsement):

Real Estate Appraisal and Valuations

Yes ☒ No ☐

Residential Property:

Yes ☒ No ☐

Commercial Property:

Yes ☐ No ☒

Bodily Injury and Property Damage Caused

During Appraisal Inspection (\$100,000 Sub-Limit):

Yes ☒ No ☐ If "yes", added by endorsement)

Right of Way Agent and Relocation:

Yes ☐ No ☒

Machinery and Equipment Valuation:

Yes ☐ No ☒

Personal Property Appraisal:

Yes ☐ No ☒

Real Estate Sales/Brokerage:

Yes ☐ No ☒

If "yes", added by endorsement)

Aspen American Insurance Company

LIA001 (04/19)

Page 1 of 2

USPAP ADDENDUM

File No. 230495

Borrower: <u>N/A</u>				
Property Address: <u>20120 Deering St</u>				
City: <u>Livonia</u>	County: <u>Wayne</u>	State: <u>MI</u>	Zip Code: <u>48152</u>	
Lender: <u>Livonia Housing Commission</u>				

Reasonable Exposure Time
My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 5-30 days

Additional Certifications

☒ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

APPRAISER: Signature: <u>Kimberly G. Ridenour</u> Name: <u>Kimberly G. Ridenour</u> Date Signed: <u>08/14/2023</u> State Certification #: <u>1204000822</u> or State License #: _____ or Other (describe): _____ State #: _____ State: <u>MI</u> Expiration Date of Certification or License: <u>07/31/2025</u> Effective Date of Appraisal: <u>August 12, 2023</u>	SUPERVISORY APPRAISER (only if required): Signature: _____ Name: _____ Date Signed: _____ State Certification #: _____ or State License #: _____ State: _____ Expiration Date of Certification or License: _____ Supervisory Appraiser inspection of Subject Property: ☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior
--	--

Appraiser Independence Certification

File No.: 230495

Borrower:	N/A		
Property Address:	20120 Deering St		
City:	Livonia	County:	Wayne
Lender/Client:	Livonia Housing Commission	State:	MI
		Zip Code:	48152

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of the Lender/Client, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Lender/Client, influenced or attempted to influence the development, reporting, result, or review of the appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that the Lender/Client has never participated in any of the following prohibited behavior in our business relationship:

1. Withholding or threatening to withhold timely payment or partial payment for the appraisal report;
2. Withholding or threatening to withhold future business, or demoting or terminating, or threatening to demote or terminate my services;
3. Expressly or implicitly promising future business, promotions, or increased compensation for my services;
4. Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on my opinion, conclusion or valuation reached, or on a preliminary value estimate requested;
5. Requesting an estimated, predetermined, or desired valuation in the appraisal report, prior to the completion of the appraisal report, or requesting estimated values or comparable sales at any time prior to the completion of the appraisal report;
6. Providing an anticipated, estimated, encouraged or desired value for the subject property, or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract may have been provided if the assignment was for a purchase transaction;
7. Providing stock or other financial or non-financial benefits to me or any entity or person related to me, my appraisal or appraisal management company, if applicable;
8. Any other act or practice that impairs or attempts to impair my independence, objectivity or impartiality, or violates law or regulation, including but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

Additional Comments:

APPRAISER:

Signature: Kimberly G. Ridener
 Name: Kimberly G. Ridener
 Date Signed: 08/14/2023
 State Certification #: 1204000822
 or State License #: _____
 or Other (describe): _____ State #: _____
 State: MI
 Expiration Date of Certification or License: 07/31/2025

SUPERVISORY APPRAISER (only if required):

Signature: _____
 Name: _____
 Date Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

AERIAL MAP

Client: Livonia Housing Commission
Property Address: 20120 Deering St
City: Livonia

File No.: 230495

Case No.:

State: MI

Zip: 48152





Offer to Purchase

1. **BUYER'S OFFER:** The undersigned Purchaser hereby offers and agrees to purchase the following property situated in the city/township of Livonia, County of Wayne, Michigan. Tax ID: 46 001 04 0297 000 Legally described as 01D297 ARGONNE SUB T1S R9E L40 P5 WCR LOT 297

Commonly known as 20120 DEERING Street, together with all improvements and appurtenances, if any, now in or on the premises (unless specifically excepted herein), including all buildings; all fixtures; all gas, oil, and mineral rights owned by the Seller; all keys and copies; built-in-appliances; lighting fixtures; plumbing fixtures; water softener (unless rented); water pump; pressure tanks; heating fixtures; incinerator; fuel in tank; electrical fixtures; alarm system; radio and television antennas and any mechanical controls; satellite dish; awnings, shutters; all window treatments, shades, blinds, curtains, drapes, rods and related hardware; attached mirrors; attached floor coverings; attached fireplace doors, screens, gas logs; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mailboxes and all pool equipment, if any; all items listed on MLS#20230089452 and the following items

The following items are NOT included

2. **SALES PRICE IS:** \$168,000.00, (One Hundred Sixty Eight Thousand Dollars _____ Dollars) Subject to the existing building and use restrictions, easements of record and zoning ordinances, if any, providing said restrictions, easements and ordinances do not in the Purchaser's sole discretion unreasonably restrict the Purchaser's intended use of the property; upon the following conditions:

3. **METHOD OF PAYMENT:** The sale to be consummated by: A, ☒ B, C

A. CASH SALE: Seller is to deliver a Warranty Deed conveying marketable title. Purchaser will make payment in U.S. currency by certified check or wired funds as determined acceptable by the closing agent.

B. CASH SALE WITH NEW MORTGAGE: Seller is to deliver a Warranty Deed conveying marketable title. Purchaser will make payment of purchase money in cash or certified funds. This agreement is contingent upon the Purchaser being able to secure a Nat Faith FHA mortgage in the amount of 96.5 % of the sales price and pay 3.5 % of the sales price down plus mortgage costs, prepaid items, and adjustments in cash. Purchaser agrees to apply for such mortgage within 5 calendar days from Seller's acceptance of this offer to purchase, or from the date Purchaser receives an acceptable inspection report pursuant to Section 15 if applicable, and to execute the mortgage as soon as the mortgage application is approved and a closing date is obtained from the lending institution. Purchaser agrees to make a good faith effort to obtain said mortgage. If a firm commitment for such mortgage cannot be obtained within 60 calendar days from the date of Seller's acceptance, at either party's written option, this offer may be declared null and void and the deposit shall be returned to Purchaser in full.

C. CASH SALE WITH NEW LAND CONTRACT. See attached Land Contract Addendum.

4. **APPRAISAL:** Regardless of the payment method selected above the parties agree that if the appraised value of the property is less than the sales price herein, Purchaser may declare in writing that this Agreement is null and void and the deposit shall be refunded to the Purchaser in full.

5. **CLOSING:** If this offer is accepted by Seller, and if title can be conveyed in the condition required hereunder, Purchaser and Seller agree to a closing of the sale on or before December 20th, 2023 at the office of the Listing Broker, Title Company, Lender, or other mutually agreed upon location.

Purchaser(s) LS

Page 1 of 8

Seller(s) MB

6. OCCUPANCY: Seller shall remove all personal property and refuse from the building(s) and land prior to delivering possession to the Purchaser, consistent with Section 1 of this Agreement.

If Seller occupies the property, Seller shall deliver occupancy / possession of the property as follows:

☒ Immediately after closing.

☐ On or before 5:00 P.M. _____ days after closing. From the date of closing until the date of vacating the property as agreed, Seller shall pay the sum of \$_____ per day in reasonable rent. The Broker or title company acting as an escrow agent, shall retain from the amount due Seller at closing, the sum of \$_____ as security for said occupancy charge, paying to the Purchaser the amount due, and returning to the Seller the unused portion as determined by the date the property is vacated and keys are surrendered to Broker. In addition, Seller agrees to pay Purchaser for all costs and expenses incurred in recovering possession of the property, should it become necessary, including all actual, incidental and consequential damages sustained by Purchaser which shall include, but not be limited to, housing expenses, storage fees, actual attorney fees and any other costs or expenses which either arise out of or are connected with Seller's failure or refusal to vacate the property as required by this Agreement. Seller is also liable to Purchaser for damage to the property after closing and before vacating, to the extent not covered by the Purchaser's homeowners policy, as well as for any deductible portions of a covered claim. Neither the Broker nor the Escrow Agent has any obligation, implied or otherwise, regarding the condition of the premises or that they are vacated on the date specified.

If tenants occupy the property, Seller shall deliver occupancy / possession of the property as follows:

☐ Seller will have the tenants vacate the property prior to closing.

☐ Seller will assign Purchaser all Landlord rights and transfer any security deposits and all leases and other rental contracts and documents to Purchaser at closing; rents will be prorated to the date of closing. Purchaser will assume all Landlord rights and obligations after date of closing.

7. PROPERTY INSURANCE: Seller shall be responsible for fire and extended coverage insurance on the property until the sale is closed.

8. PROPERTY MAINTENANCE. Seller is responsible for any damage to the property, except normal wear and tear, until Purchaser obtains possession after closing. If there is any damage, Seller agrees to repair the damage prior to closing or Seller agrees, at Sellers expense, to coordinate reasonable accommodations to have all damage repaired after closing or transfer of possession. Reasonable accommodations include agreement by the parties to establish an escrow account for damages or repairs consistent with section #6.

9. FINAL WALK-THROUGH: Purchaser shall have the right to a walk-through inspection of the property within 48 hours prior to closing in order to determine, among other things, if the property and anything else being purchased have been maintained and are in no worse condition at the time of closing than they were at the time this Agreement was accepted by the Seller, normal wear and tear excepted.

10. EARNEST MONEY DEPOSIT AND REMEDIES: Purchaser hereby authorizes Broker to make this offer and the Purchaser's deposit of \$500.00 _____ in the form of ☒ personal check, or ☐ certified funds or ☐ electronic transfer will be held in escrow consistent with Michigan law and regulation, and said deposited funds shall be applied towards the purchase price at closing. If this offer is not accepted by Seller or title is not marketable or insurable or if the terms of purchase are contingent upon Purchaser's ability to obtain a new mortgage or if any other contingencies as specified, cannot be met, this deposit shall be refunded forthwith. In the event Purchaser and Seller both claim the earnest money deposit, the deposit shall remain in escrowee's trust account until a civil action has determined to whom the deposit must be paid, or until the Purchaser and Seller have agreed in writing to the disposition of said deposit.

11. ACKNOWLEDGEMENT OF DEPOSIT. Broker/Agent, by signing below, hereby acknowledges receipt of the earnest money deposit, and a copy of this agreement shall serve as a receipt for Purchaser.

Received by: _____ / _____ Agent, National Realty Centers.
Print Name Signature

Said deposit shall be held by, National Realty Centers

Purchaser(s) LS

Seller(s) MB

12. LEAD-BASED PAINT DISCLOSURE: (For residential housing built prior to 1978.)

☒ Purchaser acknowledges that prior to signing this offer; Purchaser has received and reviewed a copy of the *Lead-Based Paint Seller's Disclosure Form* completed by the Seller along with an EPA Lead-Based Paint Hazards pamphlet.

☐ Purchaser has NOT received a *Lead-Based Paint Seller's Disclosure Form* from the Seller prior to signing this offer. Therefore pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992--Title X, Purchaser shall have ten days from receipt of said Disclosure to conduct Purchaser's own inspection for lead-based paint hazards and if the results of said inspection or statements on (or omitted from) the Lead-Based Paint Disclosure are unacceptable to Purchaser, then Purchaser may terminate this Agreement by delivery of a written notice to Seller or Seller's agent. In such a case, the Purchaser's deposit will be refunded forthwith.

13. SELLERS DISCLOSURE STATEMENT:

☒ Purchaser has received a Sellers Disclosure Statement from the Seller prior to signing this offer.

☐ Purchaser has NOT received a Sellers Disclosure Statement from the Seller prior to signing this offer. Therefore pursuant to Public Act 93 of 1993, Purchaser shall have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent should said Disclosure contain or omit information that is unacceptable to Purchaser. In such a case, the Purchaser's deposit will be refunded forthwith.

14. DISCLOSURE STATEMENTS: Regardless of how or when a Disclosure(s) is transmitted, Seller warrants that the representations in the Disclosure(s) are true and accurate to the best of Sellers knowledge and notwithstanding statements to the contrary in any Disclosure, make these representations with the intent for Purchaser to rely on them. Purchaser acknowledges that information provided in any Disclosure(s) is provided solely by the Seller and is not a representation made by the Listing or Selling Broker or their Agents.

15. PRIVATE INSPECTION: Because inspections required by FHA, VA, lenders, or municipalities are not made for, nor should they be relied upon by Purchaser, Purchaser acknowledges that Broker has recommended that Purchaser personally inspect the property and also obtain an independent inspection of the property at Purchaser's expense to investigate all aspects of the property that may be material to Purchaser's decision to purchase.

☐ Purchaser does **NOT** desire to have the property inspected.

☒ Purchaser conditions this Agreement on a satisfactory inspection.

If Purchaser conditions this Agreement upon a satisfactory inspection the Seller agrees to allow Purchaser to have property inspected at Purchaser's expense by inspector(s) of Purchaser's choice within 7 calendar days from the date of Seller's written acceptance of this offer. Purchaser may inspect for items including but not limited to; structural systems, mechanical systems, radon, mold, lead-based paint, well and septic systems, geological stability and condition, appliances, pests, availability and cost of utilities, square footage, lot size, zoning and future use, easements, ordinances, (proximity to and use of: area land improvements, water and any water rights, school district and transportation, noise, crime rates and/or environmental hazards) or any information provided by Broker or Seller, and any information provided in any property listing or advertisement.

Purchaser may notify the Seller in writing within 2 calendar days of obtaining an inspection report or other information that, in the Purchaser's sole judgment, Purchaser is dissatisfied with the inspection(s) and/or investigation(s) of the property and that this Agreement is therefore null and void. In such a case the deposit shall be refunded to the Purchaser in full. If Purchaser does not notify the Seller that Purchaser is dissatisfied with the inspection(s) and/or investigation(s) results then this contingency shall be deemed satisfied.

Purchaser may alternatively request in writing within this period that Seller remedy or repair any defects. Such a request to repair does not terminate this Agreement, and Seller shall have 2 calendar days from receipt of such a request to agree to repair or provide for repairs. If Seller does not agree, Purchaser may accept property and the identified defects or declare this Agreement null and void and the deposit shall be refunded to the Purchaser in full.

Further, if the property has been winterized, Seller shall, at Seller's expense, de-winterize the property prior to inspection(s). If the utilities are turned off, Seller shall have all utilities turned on prior to inspection(s).

Purchaser(s) LS

Page 3 of 8

Seller(s) MMB

16. WELL & SEPTIC CERTIFICATION: If the property is located in a county or other government unit that requires a property inspection and/or public certification prior to a transfer of ownership relating to a well or onsite water supply system and/or septic tank, drain field, or other onsite waste water treatment system, Seller will order and pay for all necessary inspections and certifications within (7) calendar days of execution of this agreement and will make all repairs necessary to obtain any such certifications prior to closing.

If said certification is NOT required by the county or other government unit then...

☒ Purchaser does NOT desire to conduct inspections/tests on said well and septic system.

☐ Purchaser conditions this Agreement on a satisfactory inspection/test on said well and septic system. In such a case; all time frames, conditions and options outlined in Section 15 shall apply for this contingency.

17. RADON GAS AND MOLD: Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets) are removed. Purchaser hereby acknowledges that Broker recommends Purchaser's obtain the services of a qualified and experienced professional to conduct inspections and tests regarding radon and/or mold in, on or around the property. Purchaser hereby releases and indemnifies the Listing and Selling Brokers and their Agents from any and all claims, liabilities, or cause of action of any kind resulting from the presence of radon gas or mold in, on or around said Property.

☒ Purchaser does NOT desire to conduct inspections/tests for the presence of radon gas and/or mold.

☐ Purchaser conditions this Agreement on a satisfactory inspection/test for the presence of radon and/or mold in, on or around the property. In such a case; all time frames, conditions and options outlined in Section 15 shall apply for this contingency.

18. SURVEY: A Mortgage report, which shows the location of the major structures on the property, is not a boundary (stake) survey and if required by the lender, will be paid for by the Purchaser. Purchaser hereby acknowledges that Broker recommends a stake survey to determine the true and accurate boundaries of the property. Purchaser understands and agrees that the Broker does not warrant location of the improvements and easements on the property and the boundaries of the property nor assume any responsibility for the representations made by the Seller of the location of the improvements and easements on the property and the boundaries of the property. When closing occurs, Purchaser shall be deemed to have accepted the location of the improvements and easements on the property and the boundaries of the property.

☒ Purchaser does NOT desire to conduct or obtain a boundary (stake) survey.

☐ Purchaser conditions this Agreement on a satisfactory boundary (stake) survey at Purchaser's expense. In such a case; all time frames, conditions and options outlined in Section 15 shall apply for this contingency.

19. CITY CERTIFICATION: If the property is located in a municipality that requires an inspection prior to transfer of ownership, ☒ Seller will order and pay for inspection(s) ☐ Purchaser will order and pay for inspection(s). If any repairs are necessary in order to obtain written approval from the municipality, ☐ Seller will make all necessary repairs or ☐ Purchaser will assume the property "as-is" and make necessary arrangements with the municipality to obtain final written approval.

20. HOMEOWNERS ASSOCIATION: If there is a Homeowners Association that has authority over the property, Seller shall provide Purchaser with a copy of the most recent financial statement, by-laws, assessments and any other related information regarding the Association within _____ calendar days of acceptance. If Purchaser is dissatisfied with the documents, within _____ calendar days of receipt of same, Purchaser may declare this Agreement null and void in writing and the deposit shall be refunded to the Purchaser in full. Failure to do so results in Purchaser accepting the property subject to all information relating to and rights and power of the applicable Homeowners Association. Any condominium and/or Homeowners Association transfer fees shall be paid by ☐ BUYER ☐ SELLER

21. HOMESTEAD: Seller warrants that said Property is currently taxed at a "Homestead" rate ☒ YES ☐ NO If said property "IS" currently taxed at a Homestead rate, Seller agrees NOT to remove the Homestead Exemption prior to closing. If the Homestead Exemption is rescinded prior to closing, then the Seller shall reimburse the Purchaser for the difference between the Homestead rate and the Non-Homestead rate at closing. Purchaser assumes responsibility and liability for filling the Homestead Exemption and Property Transfer Affidavit with the local municipality and agrees to hold Broker harmless from any relative liability.

Purchaser(s) LS

Seller(s) MS

22. AS-IS CONDITION. By execution of this Agreement or offer, Purchaser acknowledges that Purchaser has examined the above described property and is purchasing said property in "AS-IS CONDITION" except for matters raised in and representations made by Seller in (or omitted from) any Disclosures as identified herein. Purchaser also acknowledges and agrees that neither Listing or Selling Broker(s) or their Agents have made any representations or warranties as to the condition of the property. Purchaser also acknowledges and agrees that the information provided in the multi-listing service description of this property and other sales promotional materials are not warranted or guaranteed by any Broker or Agent, and that such information is not a representation by any Broker or Agent concerning the property.

23. LEGAL AND PROFESSIONAL ADVICE: This is a legal and binding document, and both Purchaser and Seller acknowledge that they have been advised by their respective Broker to consult an attorney to protect their interest in this transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised by their respective Broker to seek the advice of their accountant or financial advisor.

24. ENTIRE AGREEMENT. This Agreement supersedes any and all understanding and agreements and constitutes the entire agreement between the parties hereto, and no oral representations or statements shall be considered a part hereof. If two or more persons execute this Agreement as Purchaser or Seller, their obligations hereunder shall be joint and several, and the covenants herein shall bind and inure to the benefit of the personal representatives, administrators, successors and assigns of the respective parties. The terms of this Offer to Purchase and Agreement shall survive the closing.

25. DEFAULT. In the event of default by the Purchaser, the Seller may seek forfeiture of the earnest money deposit as liquidated damages or may exercise all remedies and seek all damages allowed by Michigan law. In the event of default by the Seller, the Purchaser may elect to enforce the terms herein, may exercise all remedies and seek all damages allowed by Michigan law or may demand and be entitled to a full refund of the deposit.

26. ARBITRATION. Any claim or demand of Seller(s), Purchaser(s), Broker(s), or Agent(s) arising out of this Offer to Purchase, including but not limited to any dispute over the disposition of any earnest money deposits or the physical condition of the property covered by this Offer to Purchase, including claims of fraud, misrepresentation, breach of warranty and negligence, shall be settled in accordance with the rules then in effect, adopted by the American Arbitration Association and the Michigan Association of REALTORS. This is a separate voluntary agreement, between the Purchaser(s), Seller(s), and/or Broker(s). Failure to arbitrate does not affect the validity of this Offer to Purchase. A judgment of any circuit court shall be rendered upon the award or determination made pursuant to this Offer to Purchase. This Offer to Purchase is specifically made subject to and incorporates the provisions of Michigan law governing arbitration, being MCL 600.5001 et seq, and the applicable court rules, including MCR 3.602, as may be amended from time to time.

The parties acknowledge and understand that, by agreeing to binding arbitration, they have given up their right to a day in court, and they understand the arbitration process and that the arbitrator's decision is final and conclusive and not appealable except for limited due process reasons as set forth in the Michigan law and court rules hereinbefore set forth.

The Purchaser(s), _____ agrees to ☒ does NOT agree to arbitrate any future disputes.
The Seller(s), _____ agrees to _____ does NOT agree to arbitrate any future disputes.

If either party does not agree to arbitration, any future disputes may be pursued according to Michigan law.

27. ELECTRONIC COMMUNICATION. As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing Agent and the Buyer in care of the Buyer Agent via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to Listing Agent from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Buyer Agent from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

Purchaser(s) LS

Page 5 of 8

Seller(s) MB

28. HOLD HARMLESS. Purchaser and Seller acknowledge that no representation, promises, guaranties, or warranties of any kind including, but not limited to, representations as to the condition of the premises were made by Listing and/or Selling Broker and/or their Agents and/or their employees. Purchaser and Seller hold Listing and/or Selling Broker and/or their Agents and/or their employees, respectively, harmless and do hereby indemnify them from and against all claims, actions or suits for damage of any nature whatsoever arising from their actions regarding this Agreement or the transaction

29. ADDITIONAL COMPENSATION. Purchaser and Seller hereby acknowledge notice that Purchaser's or Seller's Broker may accept a fee or consideration with regard to the referral or placement of an abstract or title insurance policy, loan or mortgage, home warranty, or flood, casualty or hazard insurance or other service arising from this transaction and expressly give consent to their respective Brokers to accept such compensation.

30. TITLE INSURANCE: Seller shall, at Sellers expense, furnish Purchaser an owner's title insurance policy without standard exceptions in the amount of the sales price. If a survey is required in order to provide policy without standard exceptions, said survey shall be paid for by ____ Purchaser ____ Seller. Seller will apply for a commitment for title insurance within (5) calendar days after Purchaser has waived all other contingencies contained in this Agreement. Upon a receipt of the commitment, Purchaser shall have (7) calendar days to provide Seller with written notice of any objections. Seller will then have (30) calendar days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects in title to Purchaser's satisfaction within (30) calendar days, Purchaser may terminate this Agreement and exercise any available remedies. Alternatively, Purchaser may elect to close the transaction, waive title defects, and take title in whatever condition Seller can convey.

31. LENDER TITLE INSURANCE POLICY: Purchaser and Seller hereby acknowledge that Purchaser may select a Title Insurance Company of their choice to issue any lender title insurance policy required in order to secure a mortgage commitment. Purchaser and Seller further acknowledge and consent to such election notwithstanding the fact that such title insurance company may not be the same as, or underwritten by, the title insurance company issuing the owner's title insurance policy and agree that such selection will not reduce, diminish or impair the coverage of the owner's title insurance policy set forth in section 30.

____ YES ☒ NO Purchaser selects Bicentennial Title, Inc. for the lender's title insurance policy/services.

Or Purchaser chooses Vintage Title for the lender's title insurance policy/services.

32. PRORATIONS. All taxes which have become a lien upon the land, whether recorded or not recorded, at the date of closing shall be paid by the Seller. Current taxes, if any shall be prorated and adjusted as of the date of closing in accordance with the due date basis of the municipality or taxing unit in which the property is located on a 365 day basis. Interest, rents, insurance, condominium or association dues or fees shall be prorated and adjusted in a like manner.

33. ASSESSMENTS. At closing, Seller shall pay in full and discharge ALL assessments including all future installments whether recorded or NOT recorded confirmed by proper authority upon the property.

34. SEWER AND WATER. Seller agrees to pay for all sewer and water usage to the date of transfer of possession. The Listing Broker and/or Title Company shall retain from the amount due Seller at closing, a minimum of \$300 for sewer and water charges. When the final water bill or reading is paid, the unused portion shall be returned to the Seller.

35. FLOOD INSURANCE. Purchaser may, at Purchasers expense, obtain a Flood Certification (15) calendar days from the date of Seller's acceptance of this Agreement. If the Certification discloses that the property is in a Special Flood Hazard Area, Purchaser may notify Seller, in writing, within (5) calendar days from the date of the certification, that Purchaser declares this Agreement null and void and the deposit shall be refunded to the Purchaser in full. Failure to notify Seller that the property is in a Special Flood Hazard Area within the time frame shall constitute a waiver of Purchaser's right to terminate the Agreement under this paragraph. Purchaser agrees to obtain a policy of flood insurance if required to do so by the mortgage lender.

36. FOREIGN INVESTMENT IN REAL ESTATE PROPERTY TAX ACT: If the sales price of the property exceeds \$300,000 and the property is residential, the parties to this Agreement are bound by FIRPTA requirements and must complete addendum for (FIRPTA); Seller therefore agrees to execute any FIRPTA affidavit required by Purchaser or the Title Company at closing.

Purchaser(s) LS

Page 6 of 8

Seller(s) M.B.

45. ADDENDUMS. The following addendums and/or disclosures are hereby made a part of this Agreement.

46. TIME IS OF THE ESSENCE: Where deadlines are set under this Agreement, time is of the essence. Thus there shall be no extensions of time limits under this Agreement unless the parties agree in writing.

47. ADDITIONAL OFFERS: Upon Seller's written acceptance of the terms of this Offer to Purchase, Seller's Broker shall not present and Seller shall not receive any other offers for the purchase of the property herein.

48. EXPIRATION: Unless accepted by Seller or withdrawn in writing by Purchaser, this Offer to Purchase shall expire at _____, E.S.T. on _____. If this Offer to Purchase is rejected by Seller or withdrawn by Purchaser, the deposit shall be returned to the Purchaser in full upon clearing of funds.

49. PURCHASER SIGNATURE: Purchaser hereby makes this offer with terms and conditions contained herein, and acknowledge receipt of a copy of this Offer.

WITNESS _____

PURCHASER _____

PURCHASER _____

DATE October 20th, 2023

50. SELLER SIGNATURE: By affixing Seller's signature hereto, the Seller accepts this offer and acknowledges receipt of a copy hereof. Seller further agrees that the Purchaser's Broker has procured said offer and has brought about this sale and agrees to pay National Realty Centers for services rendered a commission as set forth in the Listing Contract for sale of the property, or in absence of said Listing Contract, a commission of _____ percent of the sale price above.

WITNESS _____

SELLER _____

DATE 10-27-23

SELLER _____

51. COUNTER OFFER: In the event Seller makes any written change in any of the terms and conditions of the offer presented by Purchaser, such changed terms and conditions shall constitute a counteroffer by Seller and shall remain valid until _____ at _____, unless earlier withdrawn in writing, and shall require written acceptance by the Purchaser.

52. ACKNOWLEDGEMENT: Purchaser acknowledges receipt of a copy of this Agreement as accepted by the Seller.

WITNESS _____

PURCHASER _____

PURCHASER _____

DATE _____

4:19p.m. 10-27-2023

Lateefa Scott

f523a07

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

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

Jim Ingles, Interim Director of Housing, presented the request to Council.

Councilmember McIntyre offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

8.

Housing
November 16, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Madison Bjertness, CDBG Specialist,

AGENDA ITEM

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

BACKGROUND DETAILS

The CDBG program was created by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income. Since the City of Livonia has a population of at least 50,000 persons, it is considered an "Entitlement Community". Therefore, Livonia is entitled to receive CDBG funds each year as determined by a formula set forth in the Act. The City of Livonia has participated in the CDBG Program continuously since 1982 and, prior to that, in 1974 and 1975. The first round of Cares Act 2019-2020 CDBG-CV allocation was \$196,155.00 (CR #140-20). The third round of Cares Act 2019-2020 CDBG-CV allocation (which will be used during the 2021 and 2022 program years, is to be \$466,546.00. The cumulative total amount of Community Development Block Grant (CDBG-CV) funding allocated under the Coronavirus, Relief, and Economic Security Act (CARES Act) is \$662,701.00. This amendment will allocate \$180,000 to a parks project at Jaycee Park with socially distanced park equipment. This will meet the low-mod requirement of the CDBG program as well as the prepare, prevent, and respond to coronavirus requirements under the CARES act funding.

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

To Approve Substantial Amendment #4 to the Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan CR #181-16 and 2019-2020 Annual Action Plan CR #178-19 to include activities that prevent and respond to the spread of infectious diseases such as the coronavirus disease 2019 (COVID-19).

WHEREAS, the City Council of Livonia has approved the Substantial Amendment to the Community Development Block Grant (CDBG) 2016-2021 Consolidated Plan-CV and 2019-2020 Annual Action Plan, as defined in the Proposed Projects and Use of Funds; Funding will consist of \$196,155.00 plus an additional \$466,546.00 for a total of \$662,701.00 Community Development Block Grant Coronavirus (CDBG-CV) funds allocated under the Coronavirus Aid, Relief, and Economic Security Acts (CARES Act) Act.

WHEREAS, the projects and programs approved under the Amended Community Development

(CDBG) 2016-2021 Consolidated Plan-CV and 2019-2020 Annual Action Plan, are to serve the public purpose and intent of the CARES Act, Public Law 116-136;

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

ATTACHMENTS

1. Attachment A CDBG-CV Proposed Projects 4th Substantial Amendment 2019-20
2. Attachment B Substantial Amendment #4

APPROVED BY



Jim Inglis, Director of Housing

Date: November 16, 2023



Michael Slater, Finance Director

Date: November 17, 2023



Paul Bernier, City Attorney

Date: November 17, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023

**ATTACHMENT A: Proposed Projects
2016-2021 Consolidated Plan
2019-2020 Annual Action Plan
Substantial Amendment #4 CDBG-CV**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

PUBLIC SERVICES – 24 CFR 570.201(e)

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

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

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

continue to provide additional services which shall include providing assistance to any Livonia based senior housing facility to further ensure that Personal Protection Equipment (PPE) is available and provided to those who need it, to educate Livonia's senior citizens and their caregivers on the proper use of PPE, and to administer the COVID-19 vaccine to Livonia's senior citizens who may not have access to the vaccine without the City's assistance. PPE will continue to be available (on a limited basis) for City services, small businesses, and residents of Livonia that cannot secure PPE. Mental health programming will include training for our seniors and staff surrounding topics, such as: mental health first aid, mental health 101, suicide awareness, conflict resolution, seniors and sexual health, grief/loss, anxiety, depression, and isolation/loneliness. The total budget for Public Service Activities is \$102,171.70

ECONOMIC DEVELOPMENT – 24 CFR 570.203(b)

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

- i. ***Small Business Grants:*** The Small Business Grant program, administered by the City of Livonia Community Development Department and Planning and Economic Department, would be available to provide short-term working capital assistance to Livonia small businesses that were affected by social distancing and State of Michigan closures. The goal of this program is to enable retention of jobs held by low- and moderate-income persons. 10-15 estimated grants to be available in increments of \$2,500, \$5,000, \$7,500, and \$10,000. The total budget for Small Business Grants is \$127,500.00. During the first round of CDBG-CV, 25 Small business grants were awarded in allotments of \$7,500, \$5,000, and \$2,500 which totaled \$142,500.00. The initial grant awards were modified to assist more small businesses and funding was reallocated from Planning and Administration to complete this activity.
- ii. ***Small Business Grants Round 2:*** To further continue with supporting Livonia's Small Businesses affected by the State of Michigan closures, an additional \$300,000.00 from the total CDBG-CV grant award will be given in small business grants. The City of Livonia has established the CDBG-CV Small Business Grant Program, a program to assist vulnerable businesses located in Livonia with access to short-term working capital to mitigate the impacts of revenue losses caused by the COVID-19 pandemic. The Small Business Grant Program includes CDBG funds received under the CARES Act to link mentoring, access to tools and resources with financial support to provide immediate relief to organizations while providing the support needed to enhance future resilience. \$173,000 was spent on the 2nd round and 10 grants were given to businesses.

PUBLIC FACILITIES AND IMPROVEMENTS – 24 CFR 570.203(c)

The activities included under this project are: acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvement. The Public Facilities activity funded under the CDBG-CV program are below:

- i. ***Parks Project Jaycee Park:*** Jaycee Park is in a low mod census tract. Socially distanced park equipment will be put in place in the park. This will meet the low-mod requirement of the CDBG program as well as the prepare, prevent and respond to coronavirus requirements under the CAREs act funding. \$180,000 will be budgeted for this project.

PLANNING AND ADMINISTRATION – 24 CFR 570.205

Overall program planning and administration is provided by the Housing Commission - CDBG, City of Livonia Public Safety Fire Division, Planning and Economic Department, and the Finance Department. To receive CDBG-CV funds, the City must complete a Substantial Amendment to its 2016-2021 Consolidated Plan and 2019 Action Plan, submit an application to HUD, conduct one public hearing and public comment period, and submit the program to the City Council for its approval. Required Environmental Assessments regarding the various planned activities are prepared and completed. At the conclusion of the program year, a “Consolidated Annual Performance and Evaluation Report” is prepared and sent to HUD. The total proposed budget for Planning & Administration and Accounting Services is \$65,029.30

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

ACTIVITIES	CDBG FUNDING 2019-20 Program Year	+	PROPOSED COVID-19 CARES Act FUNDING 2019-20	Potential Program Income	=	TOTAL FUNDING 2019-2020 PROGRAM YEAR
I. Rehabilitation						
A. Major Home Rehab	\$ 48,368.00			\$ 52,785.00		\$ 101,153.00
B. Emergency Rehab	\$ 15,000.00					\$ 15,000.00
C. Minor Home Repair	\$ 30,000.00			\$ 10,000.00		\$ 40,000.00
D. Rehab Inspection	\$ 2,500.00					\$ 2,500.00
SUBTOTAL	\$ 95,868.00			\$ 62,785.00		\$ 158,653.00
II. Acquisition of Tax-Reverted Properties						
A. Acquisition, Rehabilitation & Razing of Single Family Homes	\$ 30,000.00					\$ 30,000.00
SUBTOTAL	\$ 30,000.00			\$ -		\$ 30,000.00
III. CDBG Scattered-Site Rental Homes						
A. Maintenance of (14) Scattered- Site SF Homes i.e. mechanical, heating, plumbing, structural improvements (#832)	\$ 30,000.00			\$ 25,000.00		\$ 55,000.00
B. Management of (14) Rental Homes (#833)	\$ 15,262.00			\$ 24,738.00		\$ 40,000.00
SUBTOTAL	\$ 45,262.00			\$ 49,738.00		\$ 95,000.00
IV. Neighborhood Revitalization						
A. Lighting, Parks, Landscaping, and Infrastructure Improvements, Commercial / Residential Blight Reduction, and Feasibility / Planning Studies				\$ 60,000.00		\$ 60,000.00
SUBTOTAL				\$ 60,000.00		\$ 60,000.00
V. Public Facilities						
A. Improvements & Maintenance of Public Services Facilities			\$ 180,000.00	\$ 100,000.00		\$ 280,000.00
SUBTOTAL			\$ 180,000.00	\$ 100,000.00		\$ 280,000.00
VI. Public Services ²						
A. Senior Van Transportation	\$ 48,000.00					\$ 48,000.00
B. Mental Health Counseling	\$ 3,000.00					\$ 3,000.00
C. First Step	\$ 24,000.00					\$ 24,000.00
D. Emergency Asst. Program	\$ 3,000.00					\$ 3,000.00
F. PPE & Testing	\$ -		\$ 8,200.20			\$ 8,200.20
G. Vaccinate Livonia			\$ 67,227.38			
H. COVID-19 Mental Health Support			\$ 26,744.12			
SUBTOTAL	\$ 78,000.00		\$ 102,171.70			\$ 180,171.70
VII. Planning & Administration						
A. Planning & Admin.	\$ 65,000.00		\$ 65,029.30			\$ 130,029.30
B. Accounting Services	\$ 18,000.00					\$ 18,000.00
C. Fair Housing Initiative	\$ -					\$ -
SUBTOTAL	\$ 83,000.00		\$ 65,029.30	\$ -		\$ 148,029.30
VIII. Economic Development						
A. Small Business Grants	\$ -		\$ 315,500.00			\$ 315,500.00
SUBTOTAL	\$ -		\$ 315,500.00	\$ -		\$ 315,500.00
GRAND TOTAL	\$ 332,130.00		\$ 662,701.00	\$ 272,523.00		\$ 1,267,354.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

9. AWARD OF CONTRACT AND REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE LIEBERT EXM DATACENTER UPS THROUGH THE MI DEAL STATE BID PROCESS: Information Systems Department, re: for the electrical services, installation, and electrical protection of the City's computer systems, from budgeted funds.

Casey O'Neil, Information Systems Director, presented the request to Council.

Councilmember McCullough offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

9.

Information Systems November 14, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Casey O'Neil, Information Systems Director,

AGENDA ITEM

AWARD OF CONTRACT AND REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE LIEBERT EXM DATACENTER UPS THROUGH THE MI DEAL STATE BID PROCESS: Information Systems Department, re: for the electrical services, installation and electrical protection of the City's computer systems, from budgeted funds.

BACKGROUND DETAILS

The UPS (Uninterruptible Power Supply), which protects the computer systems in the City Hall Data Center, is over 20 years old and at the end-of-life. This is the purchase of a new large-scale UPS that will continue to protect our equipment and properly transfer power to the City Hall generator in the event of a power outage. Hendrick Associates has the MI-Deal state contract for this equipment. RCI will be providing electrical services and installation under it's agreement with the City.

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

Approve the purchase of a Liebert EXM UPS through Hendrick Associates, 2360 Oak Industrial Drive NE, Grand Rapids, Michigan 49505, for the price of \$48,206.19 using RCI Electrical for installation and electrical services (CR#148-22) for an additional cost of \$32,600.

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

Liebert EXM UPS

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

N/A

DETAILED WORK BEING PERFORMED

UPS Purchase and Installation

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

The Liebert UPS is purchased under the State MI-Deal Contract for \$48,206.19, using RCI Electrical installation and electrical services for an additional cost of \$32,600. This is budgeted for under Account #101-228-982-000.

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): Request to waive the formal bidding process using the state MI-Deal Contract #171-180000001133

ATTACHMENTS

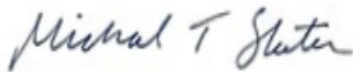
1. Quote#46660_City of Livonia_MI DEAL
2. Livonia City Hall UPS System Replacement Project 04252023-RCI
3. R050222 RCI CR 148-22

APPROVED BY



Casey O'Neil, Information Systems Director

Date: November 14, 2023



Michael Slater, Finance Director

Date: November 14, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023



2360 Oak Industrial Drive NE . Grand Rapids, Michigan 49505
TEL 616.454.1218 . FAX 616.454.5336 . www.hedrickassoc.com

Company: CITY OF LIVONIA
Attn: CASEY O'NEIL
Email:
Prepared By: Don Wallo
Project: Replacement Server Room- UPS

Proposal #: 46660
Date: 11/14/2023
Pages: 5



Mideal # 171-180000001133

Line	Part Number	Description	Qty	Ext. Net price
Replacement UPS				
1.0	Liebert EXM	15kVA Liebert EXM with 20min of Runtime at Full Load. Includes Maintenance Bypass Cabinet- 24x7 Startup Included	1	\$34,650.00
Estimated Freight and Handling Charge (Prepaid and Included)				\$3,875.19
Total Quoted Price - value for Purchase Order - Not including Tax				\$38,525.19

Line	Part Number	Description	Qty	Ext. Net price
Additional Options				
2.0	Environet Alert	Vertiv Monitoring Software	1	\$5,481.00
3.0	RSE-3	Surge Protection Devices for UPS Input Panel and UPS Output Panel	2	\$4,200.00

1.0 Liebert EXM

One (1) 15kVA Nameplate Liebert EXM UPS with the following features:

- System Input Voltage of 480V, 60Hz, 3 Phase, 3 wire plus ground
- System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
- Fixed Capacity 15kVA UPS System
- 208V Native Output Voltage
- Single Input Configuration





- One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis™, Liebert Nform, LIFE™ Services. Supports third-party management systems using SNMP, Modbus or BACnet.
- SNMP Communication
- BACnet Communication
- Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
- Unity Power Factor Rating - Delivers more usable power per kVA
- Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
- Energy Optimization Mode (Eco-Mode)
- 65kAIC Rating - Provides interrupting rating and labeling of 65kA
- Active Power Factor Corrected IGBT Input Converter
- PWM transistorized (IGBT) inverter
- Continuous Duty Static Bypass Switch
- Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
- Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
- Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
- Automatic retransfer - Provides return to inverter power after an overload
- DSP based controls - Provides digital control of power conversion and system operation
- Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
- Temperature-Compensated Charging/Battery Load Test
- Top-and-bottom-entry cable access
- Front only service access
- Local Emergency Power Off (EPO)
- LIFE™ Services for the 1st year
- IP 20 enclosure
- Casters and leveling feet
- UL and cUL Listed to UL Standard 1778 5th Edition
- Liebert EXM Factory Services Certified Test Report
- 20 min, 1 x Internal String of ENERSYS HX150E-FR Batteries at 15kVA Load





The solution includes **One (1) Maintenance Bypass Cabinet(s), model 47MBB37AC3R1T98** with the following features:

- 3 Switching Devices (BIB, MBB, MIB)
- 70 Amp Breaker Trip Rating
- Key Interlock (SKRU)
- Cabinet Mounted Right Attached to Module with connecting cables factory supplied
- 600 MM - 23.6 inches Frame Size
- 480V/ 208V Input Transformer Included
- Front Access service design

The following Startup Services are provided:

- Startup Services 7/24

The following Maintenance Bypass Cabinet (MBC) Startup Services are provided:

- Startup Services 7/24

2.0 Environet Alert Monitoring Software

- **Environet Alert Software**

(1) ENVA-SERVER, Environet Alert software. To be installed on-premise on customer Windows server. Includes all necessary licensing for software only. Licensing for integrated SNMP devices, services, and annual maintenance are each sold separately.

- **Environet Alert Device Licenses:**

- (1) ENVA-DEV-10: Environet Alert 10 Device License

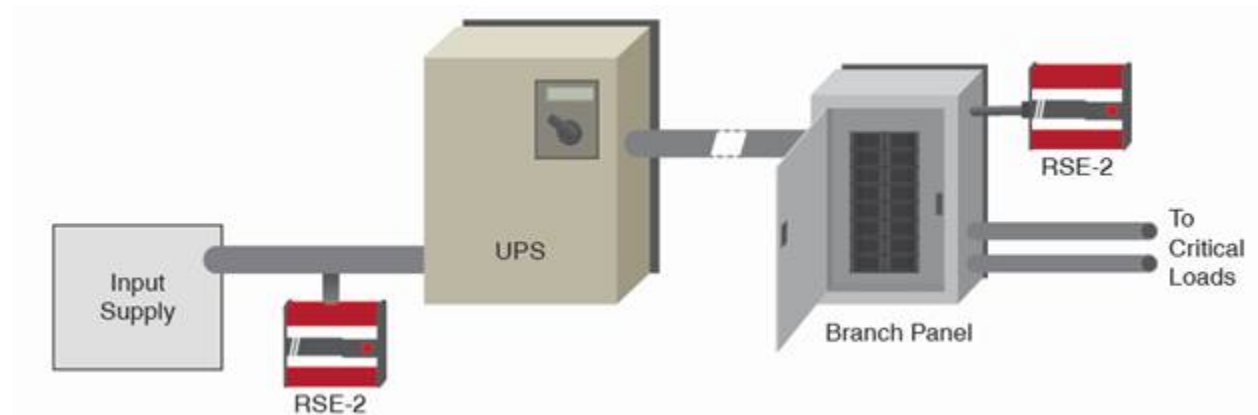
- **Environet Startup Services**

(1) ENVA-BSC-STUP: Initial install services - basic. Ensures the following service items are completed:

- The Environet Alert application is operational on the customer-provided server and proper licenses applied
- All customer's requested device templates are loaded into the software
- Customer access is granted to video training portal for self-help and self-service on software functionality
- Five (5) unique devices are integrated into the software successfully
- Two (2) board organizations are created per customer direction



3.0 Raycap Surge Protection for UPS Input and Output Panels



IEEE Std 1100 (Emerald book) recommends including a surge protective device (SPD) on the incoming power line to a UPS system. The same standard also recommends cascading surge protection in a coordinated manner in order to achieve maximum protection of critical loads. More recently the NEC requires SPDs on all emergency system switchboards and panelboards (700.8) as well as any branch circuits feeding critical operations data (645.18). The SPD proposed is a Raycap RSE 2 series. The RSE 2 is UL listed with a 20kA I-nominal for robustness. These SPD systems use a unique stacked MOV design that enhances robustness while lowering transient let-through voltage (or UL VPRs). Cascading the devices as shown will protect both the UPS and the critical load it is serving.

RSE 3 SURGE OPTION

- RSE 3 Series Surge Suppression
- Unique Stacke MOV Suppression Platform
- 3P WYE 4W+G
- 100kA Mode/ 200kA Phase All-mode
- Advanced Monitoring including full power quality meter and event log with time & date stamp
- Wire Lugs or Integrated Disconnect
- NEMA 4 Steel Enclosure
- UL Type 1 or UL Type 2 w/ Filtering





RSE 2 SURGE OPTION

- RSE 2 Series Surge Suppression
- Unique Stacke MOV Suppression Platform
- 3P WYE 4W+G
- 100kA Mode/ 200kA Phase
- All-mode
- Surge/TOV Event Counter w/ Time & Date Stamp
- Pre-wired
- NEMA 4 Aluminum Extrusion
- UL Type 1 or UL Type 2 w/ Filtering

Terms

Quotation Valid for 30 days. Payment terms are Net 30 Days, subject to approval. All products and services offered are subject to Hedrick standard terms and conditions of sale obtainable at <https://bit.ly/2Nsqr1o>.

Please address Purchase Orders to:

Hedrick Associates
2360 Oak Industrial Dr NE
Grand Rapids, MI 49505

Thank you for the opportunity to provide a proposal for this project!

Don Wallo

Hedrick Associates



RCI ELECTRIC COMPANY

4999 McCarthy Dr.
Milford, Michigan 48381
(248) 471-2277 FAX (248) 471-6550

Estimate

Date: April 25, 2023

Estimate #: 2023019

Customer: City of Livonia

Attn: Casey O'Neil

Project Location: City of Livonia – City Hall IT Department UPS Replacement

Description

Provide equipment, labor, and materials necessary for the rework of the IT area UPS power distribution system and for the replacement of the UPS system itself.

The existing UPS system has a built-in distribution panel which, if replaced with the same UPS system including the on-board panel, would require extensive down time for the servers during the replacement process. A new UPS panel will be installed separately from the UPS system prior to UPS replacement to avoid this issue and to provide an alternate power source for the servers in case of UPS system failure. Specific items included in this estimate are as follows:

1. Provide permits and inspections required.
2. Provide equipment, labor, and materials to remove the existing 30kVA transformer feeding the EM 120/208 panel in the garage area electrical room and replace it with a 45kVA transformer.
3. Provide and install (1) 3-pole 60 amp disconnect switch and feed from a tap at the new 45kVA transformer. The new 45kVA transformer will feed both the existing EM panel and the disconnect switch that will provide UPS bypass power to the new UPS panel.
4. Provide and install conduit and wiring from the UPS bypass disconnect in the garage electrical room to a new manual transfer switch in the storage room adjacent to the new UPS power distribution panel. The manual transfer switch will provide the option of feeding the server room from the UPS system or from the generator backed up EM distribution system in case of UPS failure or maintenance needs.
5. Provide and install a new 42 space 120/208 volt UPS power distribution panel in the storage room adjacent to the manual transfer switch and the UPS system.
6. Provide labor and materials required to migrate the existing server room circuits to the new UPS distribution panel. Circuits will be moved individually so servers and server room equipment can stay in operation with minimal down time.
7. Provide labor and materials required to run UPS power output feeder to the new manual transfer switch.
8. Provide equipment, labor, and materials required to disconnect and remove the existing UPS equipment, set the new UPS equipment provided by others and make electrical connections required. Equipment jumpers required for cabinet interconnections to be provided with the UPS equipment.
9. Provide labor and materials required to install a UPS "Emergency Power Off" (EPO) system as required by code.
10. Provide labor and materials required to install (2) surge suppression units provided by others – (1) surge suppression unit at the 480 volt emergency power distribution board in the garage electrical room and (1) surge suppression unit at the new UPS power distribution panel.
11. Provide labor and equipment required to assist UPS supplier technicians with equipment startup.

New UPS Power Distribution System and Circuit Rework Cost	\$20,500.00
UPS System Removal and Replacement Cost	\$4,500.00
UPS EPO System Installation Cost	\$5,600.00
Surge Suppression System Installations Cost	\$2,000.00
Total Project Cost	\$32,600.00

Estimated By: Frank Struble
RCI Electric

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

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

<i>CONSENT AGENDA ITEM 17 (Regular Meeting of May 2, 2022)</i>
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Motion:	Donovic
Second:	McCullough
Ayes:	Morgan, McCullough, McIntyre, Bahr, Donovic, Jolly
Nays:	None
Absent:	Toy

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

10. AWARD OF BID: Department of Public Works re: for the 2024/2025 Right-Of-Way Tree & Stump Removal program, from budgeted funds.

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

Councilmember Morgan offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

10.

DPW

November 9, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

AWARD OF BID: Department of Public Works, re: for the 2024 and 2025 Right-Of-Way Tree & Stump Removal program, from budgeted funds.

BACKGROUND DETAILS

The Department of Public Works has taken bids for the removal of approximately 425 trees on the City right-of-way. As required by the Finance Ordinance, specifications were prepared and bid invitations were posted on the BidNet website. Eight companies submitted bids which were opened on October 31, 2023. The bid tab is attached.

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

It is the recommendation of the Department of Public Works that the contract for the 2024 ROW Tree & Stump Removal program be awarded to Burman's Tree Services, 17045 Garvey Rd., Chelsea, MI 48118 for an amount not to exceed \$345,525.00. In addition, quotes were also solicited for the 2025 removal season as well. Again, Burman's was the lowest bidder at \$347,925.00.

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

Approve the expenditure of \$345,525.00 from budgeted funds from G/L account 226-528-818-045 for the 2024 fiscal year.

Approve the expenditure of \$347,925.00 from budgeted funds from G/L account 226-528-818-045 for the 2025 fiscal year.

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

2024 = \$345,525.00

2025 = \$347,925.00

DETAILED WORK BEING PERFORMED

Study Meeting of December 4, 2023

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

\$345,525.00 from budgeted funds from G/L account 226-528-818-045 for the 2024 fiscal year.
\$347,925.00 from budgeted funds from G/L account 226-528-818-045 for the 2025 fiscal year.

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

Lowest bidder out of eight responders was awarded the bid. Bid Tab is attached

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

ATTACHMENTS

1. S120423 LTC 20242025 ROWTree & Stump Removal prog
2. Burmans Tree Services - 2024 bid
3. Burmans Tree Services - 2025 bid
4. Tree and Stump Removal Bid Tab 2024 - 2025

APPROVED BY



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

Date: November 09, 2023



Don Rohraff, Director of Public Works

Date: November 09, 2023



Michael Slater, Finance Director

Date: November 09, 2023



Maureen Miller Brosnan, Mayor

Date: November 09, 2023

CITY OF LIVONIA - TREE AND STUMP REMOVAL PROPOSAL FORM

2024

Honorable Members of the Council
33000 Civic Center Drive
Livonia, MI. 48154

Used as an Excel Spreadsheet, this proposal form will calculate everything for you. Use your TAB key to toggle between fields that require your input.

Dear Council Members:

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

SCHEDULE OF PRICES

Unit prices of tree removal, and stump grinding based on the diameter at breast height (DBH):

2024			
Completion Date:	11/15/24		
Size	Number	Unit Price \$	Total Price \$
Up to 12"	69	\$ 264.00	\$ 18,216.00
13" to 18"	28	\$ 363.00	\$ 10,164.00
19" to 24"	102	\$ 473.00	\$ 48,246.00
25" to 30"	66	\$ 605.00	\$ 39,930.00
31" to 36"	41	\$ 737.00	\$ 30,217.00
37" to 42"	100	\$ 869.00	\$ 86,900.00
43" to 48"	12	\$ 1,001.00	\$ 12,012.00
49", and over	7	\$ 1,100.00	\$ 7,700.00
Total for TREE removal	425		\$ 253,385.00
Size	Number	Unit Price \$	Total Price \$
Up to 12"	69	\$ 96.00	\$ 6,624.00
13" to 18"	28	\$ 132.00	\$ 3,696.00
19" to 24"	102	\$ 172.00	\$ 17,544.00
25" to 30"	66	\$ 220.00	\$ 14,520.00
31" to 36"	41	\$ 268.00	\$ 10,988.00
37" to 42"	100	\$ 316.00	\$ 31,600.00
43" to 48"	12	\$ 364.00	\$ 4,368.00
49", and over	7	\$ 400.00	\$ 2,800.00
Total for STUMP removal	425		\$ 92,140.00

GRAND TOTAL \$ 345,525.00

* Bid Bond REQUIRED \$ 17,276.25

ANNUAL PROJECT COMPLETION DATE

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

INSURANCE & BONDS

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

BID BOND

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of 5% of the proposal and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

BID WITHDRAWAL

No bid shall be withdrawn for at least sixty (60) days after the scheduled closing time for receiving bids.

The undersigned agrees that the City of Livonia may increase, or decrease the quantity of work as described in the specifications, and in accordance with the "Schedules of Prices" included in this proposal.

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

Firm Name Burman's Tree Services

Firm Address 17045 Garvey Rd.

City / State / Zip Chelsea, MI 48116

Telephone Number (734) 478-6916

X

Signed

ADAM BURMAN, OWNER

(NAME/TITLE)

10/29/23

Date

Email Address A.BURMAN@BURMANSTREESERVICES.COM

Burman's Tree Service**PLEASE SUBMIT IN TRIPLICATE****CITY OF LIVONIA - TREE AND STUMP REMOVAL PROPOSAL FORM****2025 - Optional**

Honorable Members of the Council
33000 Civic Center Drive
Livonia, MI. 48154

Used as an Excel Spreadsheet, this proposal form will calculate everything for you. Use your TAB key to toggle between fields that require your input.

Dear Council Members:

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

SCHEDULE OF PRICES

Unit prices of tree removal, and stump grinding based on the diameter at breast height (DBH):

Completion Date:	2025		
	11/15/25		
Size	Number	Unit Price \$	Total Price \$
Up to 12"	65	\$ 265.00	\$ 17,225.00
13" to 18"	50	\$ 365.00	\$ 18,250.00
19" to 24"	75	\$ 500.00	\$ 37,500.00
25" to 30"	100	\$ 600.00	\$ 60,000.00
31" to 36"	60	\$ 745.00	\$ 44,700.00
37" to 42"	35	\$ 900.00	\$ 31,500.00
43" to 48"	20	\$ 1,100.00	\$ 22,000.00
49", and over	20	\$ 1,200.00	\$ 24,000.00
Total for TREE removal	425		\$ 255,175.00
Size	Number	Unit Price \$	Total Price \$
Up to 12"	65	\$ 100.00	\$ 6,500.00
13" to 18"	50	\$ 135.00	\$ 6,750.00
19" to 24"	75	\$ 175.00	\$ 13,125.00
25" to 30"	100	\$ 225.00	\$ 22,500.00
31" to 36"	60	\$ 275.00	\$ 16,500.00
37" to 42"	35	\$ 325.00	\$ 11,375.00
43" to 48"	20	\$ 375.00	\$ 7,500.00
49", and over	20	\$ 425.00	\$ 8,500.00
Total for STUMP removal	425		\$ 92,750.00

GRAND TOTAL \$ 347,925.00*** Bid Bond REQUIRED \$ 17,396.25****ANNUAL PROJECT COMPLETION DATE**

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

INSURANCE & BONDS

Also, the undersigned agrees that, if the above proposal is accepted, they will execute the contract, and furnish acceptable bonds, and insurance within fifteen (15) calendar days from such acceptance.

BID BOND

To guarantee their fulfillment of the foregoing covenants, the bidder attaches hereto his certified check, or bid bond in the sum of 5% of the proposal and agrees that same shall be forfeited to the City of Livonia in the event of their failure to execute the contract or furnish acceptable bonds, not as a penalty, but as actual liquidated damages. The City shall not be required to provide or show such liquidated damages.

BID WITHDRAWAL

No bid shall be withdrawn for at least sixty (60) days after the scheduled closing time for receiving bids.

The undersigned agrees that the City of Livonia may increase, or decrease the quantity of work as described in the specifications, and in accordance with the "Schedules of Prices" included in this proposal.

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

Firm Name Burman's Tree ServiceFirm Address 17045 Garvey Rd.City / State / Zip Chelsea, MI 48118Telephone Number 734-478-6916

X

Signed

ADAM BURMAN, OWNER

(NAME/TITLE)

Date

10/29/23Email Address A.BURMAN@BURMANSTREESERVICES.COM

City of Livonia
2024 & 2025 BID TAB
Bid Opening: 10/31/2023

1	2	3	4	5	6	7	8
Burmans	Wonsey	Cut My Tree	Ashton	COSM	PPM	Chop	Owen

2024

Removal	\$ 253,385.00	\$ 298,255.00	\$ 324,500.00	\$ 335,432.00	\$ 338,450.00	\$ 384,875.00	\$ 498,300.00	\$ 648,325.00
Stump	\$ 92,140.00	\$ 71,644.00	\$ 63,996.00	\$ 90,000.00	\$ 100,590.00	\$ 131,313.25	\$ 99,660.00	\$ 184,625.00
	\$ 345,525.00	\$ 369,899.00	\$ 388,496.00	\$ 425,432.00	\$ 439,040.00	\$ 516,188.25	\$ 597,960.00	\$ 832,950.00

2025

2025	1	2	3	4	5	6	7	
Removal	\$ 255,175.00	\$ 315,455.75	\$ 300,750.00	\$ 351,960.00		\$ 376,625.00	\$ 509,300.00	\$ 645,525.00
Stump	\$ 92,750.00	\$ 71,680.10	\$ 61,620.00	\$ 93,490.00		\$ 131,213.75	\$ 110,900.00	\$ 187,055.00
	\$ 347,925.00	\$ 387,135.85	\$ 362,370.00	\$ 445,450.00	\$ -	\$ 507,838.75	\$ 620,200.00	\$ 832,580.00

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

11. REQUEST FOR AUTHORIZATION TO PURCHASE TWO REPLACEMENT PRESSURE REDUCING VALVES (PRV): Department of Public Works, re: for PRV-2 (Middlebelt) and PRV-3 (Merriman), from budgeted funds.

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

Councilmember McCullough offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

11.

DPW

November 14, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Jill Russell, Secretary III,

AGENDA ITEM

REQUEST FOR AUTHORIZATION TO PURCHASE TWO REPLACEMENT PRESSURE REDUCING VALVES (PRV): Department of Public Works, re: for PRV-2 (Middlebelt) and PRV-3 (Merriman), from budgeted funds.

BACKGROUND DETAILS

The two existing pressure reducing valves (PRVs), which are located just south of 8 Mile Road on Middlebelt Road (PRV-2) and Merriman Road (PRV-3), are necessary water system assets as they help control the high incoming water pressure received from the GLWA transmission main on 8 Mile Road.

These two PRVs are nearing 30 years of operation. They are regularly serviced and rebuilt approximately every 5 years, most recently in 2017 (PRV-2) and 2019 (PRV-3). At this point, the PRVs are beyond their expected useful life and require replacement. The PRVs are manufactured by Cla-Val and a proposal was received from Jett Pump and Valve, LLC, who is the authorized distributor for Cla-Val. Jett Pump and Valve will furnish the equipment and assist with start-up operations. DPW water staff will install the new equipment.

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

Authorize an expenditure in an amount not-to-exceed \$68,834.37 from FY 2024 budgeted funds of the Water and Sewer Fund, account no. 592-158-000, and approve payment to Jett Pump and Valve, LLC, 4770 Pontiac Lake Rd, Waterford, MI 48328.

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

Two (2) Cla-Val Pressure Reducing Valves = \$68,834.37

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

\$68,834.37 purchase price

DETAILED WORK BEING PERFORMED

Jet Pump and Valve will provide the PRV's and assist with start-up operations.

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

592-158-000 \$68,834.37 Fiscal Year 2024 Approved Budget

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

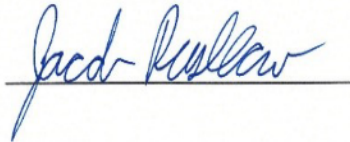
Jett Pump and Valve is the sole source distributor for Cla-Val Pressure Reducing Valves.

REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and why, Consortium package, etc): Waive the formal bidding process in accordance with Section 3.04.140.E.3 of the Livonia Code of Ordinances, as amended since no advantage to the City would result from competitive bidding.

ATTACHMENTS

1. 22B-15505B Livonia CLA-VAL less tax

APPROVED BY



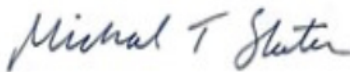
Jacob Rushlow, P.E., Assistant Director of Public Works

Date: November 14, 2023



Don Rohraff, Director of Public Works

Date: November 14, 2023



Michael Slater, Finance Director

Date: November 15, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023



October 26th, 2023

Matt Kennedy
 OHM Advisors
 34000 Plymouth Road
 Livonia MI 48150

RE: City of Livonia CLA-VAL Pressure Reducing Valves with Flow Metering Kit; 22B-15505B-BUDGET

Matt,

JETT Pump and Valve would like to thank OHM Advisors and the City of Livonia for the opportunity to provide you with our proposal on the Pressure Reducing Valve project. We value you as a customer and appreciate your business. As requested, JETT Pump and Valve proposes the below equipment with start-up assistance:

Scope of Supply: Cla-Val Pressure Reducing Valve: PRV-2

- | | | |
|-----|-----|--|
| One | (1) | 10" 90-86BDY KD KX Pressure Reducing Valve with Solenoid Fully Open:
- Epoxy Coated Ductile Iron, Globe Pattern, 150# Flanges
- SS Low-Flow Trim, Braided SS Tubing & Fittings, BUNA Rubber
- Bronze CRD Pilot, 20-105psi Range – Factory Set at 70 PSI <ul style="list-style-type: none"> ▪ B = CK2 Isolation Valve ▪ D = Check Feature with Isolation Valve ▪ Y = X43 Y-Strainer with Blowoff Valve ▪ KD = Dura-Kleen Anti-Mineral Stem ▪ KX = Solenoid Shut-Off Feature on Check Line ▪ XP2F Metering Kit: <ul style="list-style-type: none"> ○ X35 Flow Calculation Module ○ X117H Valve Position Transmitter ○ X141-PT Pressure Transmitter, 0-290psi ○ X141 Inlet and Outlet Pressure Gauges, 0-160psi |
| One | (1) | Day of Start-Up Assistance:
- JETT Pump will open and close the valve, and check the pilot and flow metering kit, to ensure it is operating and wired in properly. |

10" PRV: \$ 26,606.55
Est. Freight: \$ 785.00
Start-Up Assistance: \$ 1,150.00
10" PRV TOTAL: \$ 28,541.55
 Lead Time: 4-6 Weeks ARO

Scope of Supply: Cla-Val Pressure Reducing Valve: PRV-3

- One (1) 12" 90-86BDY KD KX Pressure Reducing Valve with Solenoid Fully Open:
- Epoxy Coated Ductile Iron, Globe Pattern, 150# Flanges
 - SS Low-Flow Trim, Braided SS Tubing & Fittings, BUNA Rubber
 - Bronze CRD Pilot, 20-105psi Range – Factory Set at 70 PSI
 - B = CK2 Isolation Valve
 - D = Check Feature with Isolation Valve
 - Y = X43 Y-Strainer with Blowoff Valve
 - KD = Dura-Kleen Anti-Mineral Stem
 - KX = Solenoid Shut-Off Feature on Check Line
 - XP2F Metering Kit:
 - X35 Flow Calculation Module
 - X117H Valve Position Transmitter
 - X141-PT Pressure Transmitter, 0-290psi
 - X141 Inlet and Outlet Pressure Gauges, 0-160psi
- One (1) Day of Start-Up Assistance:
- JETT Pump will open and close the valve, and check the pilot and flow metering kit, to ensure it is operating and wired in properly.

12" PRV: \$ 37,957.82

Est. Freight: \$ 1,185.00

Start-Up Assistance: \$ 1,150.00

12" PRV TOTAL: \$ 40,292.82

Lead Time: 4-6 Weeks ARO

GRAND TOTAL, BOTH VALVES WITH STARTUP: \$ 68,834.37

Optional Adder: AIS/BABA Certified

For both valves to be AIS/BABA compliant, add this costing to the Grand Total.

AIS/BABA: \$ 8,070.55

Lead Time: 10-12 WEEKS ARO

Clarifications:

- This proposal is based off our interpretation of provided information and supersedes any previous version(s). Valve configurations above are assumed to need dual solenoids; if ClaVal's schematic and engineering department finds otherwise, price may change accordingly.
- Confirmation of equipment selection is through the submittal process. Any changes to the above-proposed supply may require a change order. Submittals will take approximately 2 weeks upon receipt of PO or letter of intent.
- Start-Up must be scheduled at least 2 weeks in advance to ensure a slot on schedule. Payment in full is required for start-up. Station must be dewatered and free of debris for start-up to be performed.
- No labor or materials for installation have been included in this proposal. May be quoted upon request.
- JETT is requesting the power to the station be 24VDC. If this is not the case, the project electrician or general contractor must notify JETT, and the price may change accordingly. The power must be confirmed before JETT accepts a purchase order.
- All permits are by others. All demolition, excavation, and concrete work is by others.
- Vehicular access for a 1-ton, 2-wheel drive truck must be present onsite. JETT reserves the right to refuse service if the appropriate pathway is not made.
- No demolition, to place conduit or otherwise, is included in this proposal. If demolition is required, further labor charges may be incurred.

- If this project has been identified as a 'confined space' and there are hazards that cannot be mitigated resulting in a 'permit required confined space', we will need to stop work and return later once the hazards have been addressed and removed by others or with additional crew and equipment to perform the work safely. If we are required to return to site, additional charges will be incurred. These hazards include but are not limited to valves that will not isolate, residual sludge materials, and not controllable electrical disconnects.
- If this project is deemed 'permit required confined space' local rescue authorities will be contacted to advise them of the entry and JETT Pump will follow local procedures for entry. If the local authority is not able to provide confined space rescue, if necessary, then this project will be requested to include a third-party rescue team and scheduling may be postponed.
- **The licensed project electrician is responsible for connecting the power supply from the load center to the station. The licensed project electrician is also responsible for ensuring that the connection is appropriately sized. All electrical permits and other servicing must be done by others.** JETT Pump & Valve, L.L.C. can work closely with the electrician on-site to ensure proper installation.
- Delivery will be determined at the time of order for the longest lead time item. Project timelines or any deadlines must be advised ARO. Expedite fees for premium service rates are not included in this proposal. JETT Pump is not responsible for delays in shipments due to the availability of material.
- Terms are NET 30 days from date of invoice if you have an open account with us. Pay when paid will not be accepted.
- JETT Pump accepts all forms of credit cards for payment. A 3% fee will be assessed against the total amount charged, in addition to any amount quoted, unless otherwise stated on proposal and or contracts.
- JETT Pump & Valve, L.L.C. withholds the right to add additional charges if our terms of payment, as stated above, are not met. Charges will be made at a rate of 1.5% of the unpaid balance from the date of invoice. Jobs are invoiced at the date of start-up.
- All work will be done in a timely and professional manner. If any problems or concerns arise an advising call, fax, or email will be sent.
- Freight is an estimate and is subject to change.
- This proposal will be good for 45 days from date of bid. This proposal is subject to the Terms & Conditions set forth by JETT Pump & Valve LLC.
- "As specified" is based on our interpretation of plans. We ask for field measurements and other verification (quantities, descriptions, etc.) which are to be confirmed by others.
- Any additional time or return trips to finish the installation and/or commissioning will be charged at our current hourly rate, to include driving time.
- A signed and dated copy of this proposal and/ or purchase order as well as an indication of your decision regarding the options above will be used to begin a project with us.
- We have assumed that the wet wells and valve vaults will be clean, debris free, dewatered, and ready for start-up. If not, additional labor will be charged at our standard hourly rate until the chambers are prepared for commissioning.

We look forward to the opportunity to work with you in the execution of this and many future projects. If you have any questions or need additional information regarding this proposal, please feel welcome to contact us.

Sincerely,
JETT Pump and Valve
Jennifer Greene

Customer Signature/ Date of Acceptance: _____

RE: City of Livonia CLA-VAL Pressure Reducing Valves with Flow Metering Kit; 22B-15505B-BUDGET



**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

12. REQUEST TO APPROVE PROPOSED 2024 SIDEWALK REPAIR PROGRAM: Engineering Division, re: to include approximately 355 scattered locations throughout the City, as well as 176 locations from the Sections 7 through 12 target areas that were identified as having 2" or greater vertical separations (CR 784-82).

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
November 8, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE PROPOSED 2024 SIDEWALK REPAIR PROGRAM: Engineering Division, re: to include approximately 355 scattered locations throughout the City, as well as 176 locations from the Sections 7 through 12 target areas that were identified as having 2" or greater vertical separations (CR 784-82).

BACKGROUND DETAILS

The City Council, by Resolution No. 784-82, concurred with and approved the Engineering Department's report dated September 30, 1982, relative to an annual sidewalk repair and maintenance program.

The proposed 2024 Sidewalk Repair Program consists of approximately 355 scattered locations throughout the City that were generated through resident complaints and requests, as well as 176 locations in the Sections 7 through 12 target areas that were identified as having 2" or greater vertical separations. The list indicating where sidewalks require installation, repair and/or replacement adjacent to private property is included. This year's program consists of a total of approximately 524 locations.

Also attached is a recommended resolution that, if adopted, will require the property owners shown on the attached lists to arrange for the installation, repair, or the removal and replacement of certain unsafe sections of sidewalk by May 6, 2024.

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

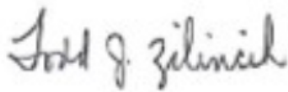
RESOLVED, that having considered a communication from the City Engineer, dated November 8, 2023, approved by the Director of Public Works and approved for submission by the Mayor, to which is attached various lists of sidewalks requiring installation or replacement within miscellaneous locations throughout the City of Livonia, said list being included herein by reference, in connection with the 2024 Sidewalk Repair Program and for reasons stated, the Council does hereby require the respective owners of lots and premises referred to in said list, to install or to remove and replace sidewalk at such premises, and the City Clerk is hereby requested to do all things necessary to carry out the provisions of this resolution which is made pursuant to Section 12.04.340 of the Livonia Code of Ordinances, as amended; FURTHER, said notice shall set forth that the respective owners of lots and premises herein referred to shall notify the City of their

intention to have the work done privately no later than May 6, 2024, after which date the Engineering Division shall arrange for the construction and/or reconstruction of the said sidewalks; FURTHER, the Council does hereby authorize the construction and/or reconstruction of various sections of sidewalks and crosswalks at several locations within the City inasmuch as the same are the City's responsibility.

ATTACHMENTS

1. Proposed Resolution - 2024
2. CR 784-82
3. Proposed 2024 Sidewalk Replacement Locations for Council 11-8-23

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: November 08, 2023



Don Rohraff, Director of Public Works

Date: November 08, 2023



Maureen Miller Brosnan, Mayor

Date: November 09, 2023

PROPOSED RESOLUTION

RESOLVED, that having considered a communication from the City Engineer, dated November 8, 2023, approved by the Director of Public Works and approved for submission by the Mayor, to which is attached various lists of sidewalks requiring installation or replacement within miscellaneous locations throughout the City of Livonia, said list being included herein by reference, in connection with the 2024 Sidewalk Repair Program and for reasons stated, the Council does hereby require the respective owners of lots and premises referred to in said list, to install or to remove and replace sidewalk at such premises, and the City Clerk is hereby requested to do all things necessary to carry out the provisions of this resolution which is made pursuant to Section 12.04.340 of the Livonia Code of Ordinances, as amended; FURTHER, said notice shall set forth that the respective owners of lots and premises herein referred to shall notify the City of their intention to have the work done privately no later than May 6, 2024, after which date the Engineering Division shall arrange for the construction and/or reconstruction of the said sidewalks; FURTHER, the Council does hereby authorize the construction and/or reconstruction of various sections of sidewalks and crosswalks at several locations within the City inasmuch as the same are the City's responsibility.

AYES: Taylor, Feenstra, Gundersen, Bishop, Bennett, Ventura and McCann.

NAYS: None.

By Councilman Ventura, seconded by Councilman Bishop, it was

#783-82 RESOLVED, that having considered a communication from the CETA Program Administrator dated October 15, 1982, approved by the Finance Director and approved for submission by the Mayor, the Council does hereby approve and authorize expenditures from CETA funds of not to exceed \$45,590 for Ceramic Tile Setter training at the Detroit Metropolitan Ceramic Tile Joint Apprenticeship Committee, the same to be expended in the manner and in the amounts detailed in Attachment A.

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

AYES: Taylor, Feenstra, Gundersen, Bishop, Bennett, Ventura and McCann.

NAYS: None.

By Councilman Feenstra, seconded by Councilman Taylor, it was

#784-82 RESOLVED, that having considered a communication from the City Engineer dated September 30, 1982, approved by the Director of Public Works and approved for submission by the Mayor and which transmits a report which details a proposed annual sidewalk inspection and repair program, including procedures and recommendations for the implementation of same, the Council does hereby concur in and approve of the conclusions and recommendations set forth on Page 5 of the report, and in this regard the Council does hereby authorize the transfer of the sum of \$300 from Account No. 441-864 (Travel & Education) to Account No. 441-904 (Printing) for the purpose of printing pamphlets containing the information shown in Figure VI of the report.

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

AYES: Taylor, Feenstra, Gundersen, Bishop, Bennett, Ventura and McCann.

NAYS: None.

By Councilman Taylor, seconded by Councilman Bishop, it was

#785-82 RESOLVED, that the Council does hereby approve, authorize and establish the following Code of Ethics in connection with the awarding and granting of a Cable TV Franchise and requests that all elected, appointed and administrative personnel of the City comply with and adhere to the same, the said guidelines being as follows:

1. No one shall have any interest in any company providing cable TV manufacturing, installation or services, TV consultants, etc. (hereinafter known as "company") unless that interest is disclosed in writing to the Mayor and the President of the City Council.

	B	C	D
1	Address	Street Name	Section
2			
3			
4	19467	Antago	1
5	19971	Maplewood	1
6	19983	Maplewood	1
7	19995	Maplewood	1
8	19677	Rensellor	1
9	20114	St. Francis	1
10	30541	Eight Mile	2
11	19157	Hillcrest	2
12	19121	Purlingbrook	2
13	19215	Merriman	3
14	19612	Osmus	3
15	33523	Eight Mile	4
16	33841	Fonville	4
17	19669	Gary	4
18	20052	Gary	4
19	20087	Gary	4
20	20188	Laurel	4
21	19948	Myron	4
22	34677	Navin	4
23	34705	Navin	4
24	33561	Norfolk	4
25	34713	Northland	4
26	19317	Norwich	4
27	34049	Pembroke	4
28	34128	Pembroke	4
29	35153	Pembroke	4
30	34816	St. Martins	4
31	20051	Stamford	4
32	20126	Stamford	4
33	20148	Stamford	4
34	37231	Fairfax	5
35	37146	St. Martins	5
36	18215	Glastonbury	7
37	18442	Glastonbury	7
38	18555	Glastonbury	7
39	18506	Glengarry	7
40	18850	Glengarry	7
41	37561	Kingsburn	7
42	37582	Kingsburn	7
43	37692	Kingsburn	7
44	37807	Kingsburn	7
45	18678	Manor	7
46	37717	Pickford	7
47	36473	Bennett	8
48	36507	Bennett	8
49	36573	Bennett	8
50	36719	Bobrich	8
51	17162	Country Club	8

	B	C	D
52	17386	Country Club	8
53	17481	Country Club Ct.	8
54	35468	Curtis	8
55	35900	Curtis	8
56	36165	Curtis	8
57	18680	Fairway	8
58	17353	Fitzgerald	8
59	36607	Gardner	8
60	36641	Gardner	8
61	36675	Gardner	8
62	36709	Gardner	8
63	36745	Gardner	8
64	36786	Gardner	8
65	36797	Gardner	8
66	36804	Gardner	8
67	36832	Gardner	8
68	36851	Gardner	8
69	36873	Gardner	8
70	18646	Golfview	8
71	18670	Golfview	8
72	36332	Hammer	8
73	36367	Hammer	8
74	18336	Levan	8
75	18573	Levan	8
76	18594	Levan	8
77	18669	Levan	8
78	35452	Northgate	8
79	17300	Park	8
80	17990	Park	8
81	18615	Parklane	8
82	35424	Pickford Ct.	8
83	36135	Seven Mile	8
84	36341	Seven Mile	8
85	36437	Seven Mile	8
86	36511	Seven Mile	8
87	35620	Six Mile	8
88	35537	Vargo	8
89	35665	Vargo	8
90	35666	Vargo	8
91	35698	Vargo	8
92	36640	Vargo	8
93	36679	Vargo	8
94	36713	Vargo	8
95	36851	Vargo	8
96	36862	Vargo	8
97	36985	Vargo	8
98	35413	Veri	8
99	18603	Wayne	8
100	18877	Wayne	8
101	17205	Westbrook	8

	B	C	D
102	17226	Westbrook	8
103	18794	Westbrook	8
104	17460	Woodside	8
105	17843	Woodside	8
106	17875	Woodside	8
107	17907	Woodside	8
108	35173	Bennett	9
109	35185	Bennett	9
110	35197	Bennett	9
111	35280	Bennett	9
112	35292	Bennett	9
113	33468	Bobrich	9
114	35328	Curtis	9
115	17522	Edgewood	9
116	19018	Filmore	9
117	35306	Lancashire Ct.	9
118	17196	Laurel	9
119	17305	Laurel	9
120	17647	Myron	9
121	17815	Myron	9
122	18199	Myron	9
123	33415	Seven Mile	9
124	33521	Seven Mile	9
125	33567	Seven Mile	9
126	33649	Seven Mile	9
127	35010	Six Mile	9
128	18313	Stamford	9
129	19044	Vanderhaven	9
130	17951	Vacri Lane	9
131	33458	Vargo	9
132	34701	Vargo	9
133	35181	Vargo	9
134	18002	Ventura	9
135	18880	Wayne	9
136	18371	Whitby	9
137	18797	Whitby	9
138	32905	Bobrich Ct.	10
139	32941	Brier Ct.	10
140	18729	Canterbury	10
141	19005	Canterbury	10
142	17176	Farmington	10
143	18224	Farmington	10
144	18234	Farmington	10
145	18320	Farmington	10
146	31725	Hillbrook	10
147	32625	Seven Mile	10
148	18592	Shrewsbury	10
149	18960	Shrewsbury	10
150	18868	Amber Ct.	11
151	18399	Bainbridge	11

	B	C	D
152	18855	Bainbridge	11
153	18867	Bainbridge	11
154	18927	Bainbridge	11
155	18999	Bainbridge	11
156	29542	Bobrich	11
157	29999	Bobrich	11
158	30004	Bobrich Ct.	11
159	30016	Bobrich Ct.	11
160	31357	Bobrich	11
161	17429	Brookview	11
162	17468	Brookview	11
163	17476	Brookview	11
164	30215	Brookview	11
165	30227	Brookview	11
166	17121	Catherine Ct.	11
167	17240	Cross Winds	11
168	17316	Cross Winds	11
169	17328	Cross Winds	11
170	17340	Cross Winds	11
171	18849	Flamingo	11
172	18345	Fremont	11
173	29543	Hillbrook	11
174	29555	Hillbrook	11
175	29603	Hillbrook	11
176	29757	Hillbrook	11
177	31106	Hillbrook	11
178	31139	Hillbrook	11
179	17587	Hillcrest	11
180	17605	Hillcrest	11
181	17615	Hillcrest	11
182	18511	Hillcrest	11
183	18661	Hillcrest	11
184	18675	Hillcrest	11
185	18689	Hillcrest	11
186	18713	Hillcrest	11
187	18961	Hillcrest	11
188	18975	Hillcrest	11
189	19003	Hillcrest	11
190	29623	Lamar	11
191	29635	Lamar	11
192	29647	Lamar	11
193	17113	Louise	11
194	29520	Mark Lane	11
195	30857	Mayville	11
196	31037	Mayville	11
197	31079	Mayville	11
198	31291	Mayville	11
199	31323	Mayville	11
200	18190	Melvin	11
201	18214	Melvin	11

	B	C	D
202	18316	Melvin	11
203	18332	Melvin	11
204	17853	Middlebelt	11
205	18115	Middlebelt	11
206	18665	Purlingbrook	11
207	17419	Rexwood	11
208	17611	Rexwood	11
209	30425	Seven Mile	11
210	29444	Six Mile	11
211	29500	Six Mile	11
212	30400	Six Mile	11
213	30430	Six Mile	11
214	30650	Six Mile	11
215	30840	Six Mile	11
216	30900	Six Mile	11
217	18660	Sunset	11
218	18672	Sunset	11
219	18686	Sunset	11
220	18712	Sunset	11
221	29636	Trancrest	11
222	18945	Brentwood	12
223	18957	Brentwood	12
224	17101	Dolores	12
225	17198	Dolores	12
226	17266	Dolores	12
227	17278	Dolores	12
228	17315	Dolores	12
229	17567	Dolores	12
230	17663	Dolores	12
231	18376	Floral	12
232	19010	Floral	12
233	18239	Gillman	12
234	18247	Gillman	12
235	18366	Gillman	12
236	18378	Gillman	12
237	19053	Harrison	12
238	17231	Lathers	12
239	17800	Middlebelt	12
240	29275	Pickford	12
241	27705	Seven Mile	12
242	29217	Seven Mile	12
243	27416	Six Mile	12
244	28036	Six Mile	12
245	29000	Six Mile	12
246	27415	Vargo	12
247	27418	Vargo	12
248	27427	Vargo	12
249	27451	Vargo	12
250	27464	Vargo	12
251	27474	Vargo	12

	B	C	D
252	27475	Vargo	12
253	15633	Sunset	14
254	16572	Farmington	15
255	15604	Edington	16
256	16799	Farmington	16
257	16905	Farmington	16
258	34636	Grove	16
259	34281	Lamoyne	16
260	35035	Oakdale	16
261	35063	Oaksale	16
262	16755	Pollyanna	16
263	33545	Rayburn	16
264	16020	Riverside	16
265	16030	Riverside	16
266	16777	Riverside	16
267	16805	Riverside	16
268	16817	Riverside	16
269	15493	Surrey	16
270	15507	Surrey	16
271	15687	Surrey	16
272	16851	Comstock	17
273	16886	Fitzgerald	17
274	36457	Grove	17
275	36055	Ladywood	17
276	36966	Lancaster	17
277	36981	Lancaster	17
278	36824	Munger	17
279	36850	Munger	17
280	37098	Munger	17
281	37130	Myrna	17
282	37142	Myrna	17
283	37176	Myrna	17
284	15570	Parklane	17
285	15586	Parklane	17
286	15692	Parklane	17
287	36510	Rayburn	17
288	36517	Rayburn	17
289	36529	Rayburn	17
290	36536	Rayburn	17
291	36541	Rayburn	17
292	36770	Rayburn	17
293	36780	Rayburn	17
294	35961	Roycroft	17
295	36010	Sherwood	17
296	15547	Sussex	17
297	15539	Westbrook	17
298	15542	Westbrook	17
299	15577	Westbrook	17
300	36204	Whitcomb	17
301	36590	Whitcomb	17

	B	C	D
302	15411	Williams	17
303	35550	Wood	17
304	15837	Blue Skies	18
305	15875	Blue Skies	18
306	37721	Bristol	18
307	37753	Bristol	18
308	37785	Bristol	18
309	38197	Lancaster	18
310	38606	Lapham Ct.	18
311	37514	Munger Ct.	18
312	37782	Myrna	18
313	15329	Richfield	18
314	16235	Richfield	18
315	15367	Susanna Circle	18
316	15375	Susanna Circle	18
317	38781	Allen	18
318	38910	Allen	18
319	38950	Allen	18
320	38980	Allen	18
321	39326	Allen	19
322	14412	Bassett	19
323	14413	Bassett	19
324	14440	Bassett	19
325	14441	Bassett	19
326	14468	Bassett	19
327	14469	Bassett	19
328	14213	Blue Skies	19
329	14464	Blue Skies	19
330	14476	Blue Skies	19
331	14488	Blue Skies	19
332	38541	Elsie	19
333	39191	Grennada	19
334	37934	Howell	19
335	39050	Jamison	19
336	39080	Jamison	19
337	14255	Knolson	19
338	14920	Richfield	19
339	14040	Stonehouse	19
340	14060	Stonehouse	19
341	14562	Stonehouse	19
342	14565	Stonehouse	19
343	14574	Stonehouse	19
344	14577	Stonehouse	19
345	14606	Stonehouse	19
346	14618	Stonehouse	19
347	14621	Stonehouse	19
348	14642	Stonehouse	19
349	14645	Stonehouse	19
350	14654	Stonehouse	19
351	14657	Stonehouse	19

	B	C	D
352	14666	Stonehouse	19
353	14681	Stonehouse	19
354	36372	Meadowbrook	20
355	14846	Parklane	20
356	14492	Ronnie Lane	20
357	14498	Ronnie Lane	20
358	14375	Yale	20
359	13929	Ashurst	21
360	14372	Barbara	21
361	14409	Barbara	21
362	33503	Five Mile	21
363	14452	Gary Lane	21
364	14456	Gary Lane	21
365	14624	Gary Lane	21
366	14636	Gary Lane	21
367	14700	Gary Lane	21
368	34627	Pinehurst Ct.	21
369	34637	Pinehurst Ct.	21
370	13910	Riverside	21
371	13915	Riverside	21
372	13975	Riverside Ct.	21
373	13981	Riverside Ct.	21
374	14947	Riverside	21
375	35000	Schoolcraft	21
376	15196	Arden	22
377	14103	Blackburn	22
378	14265	Blackburn	22
379	14283	Blackburn	22
380	14301	Blackburn	22
381	14775	Berwick	22
382	14876	Brookfield	22
383	14894	Brookfield	22
384	14912	Brookfield	22
385	14285	Hubbard	22
386	33039	Martin	22
387	14148	Mayfield	22
388	32267	Scone	22
389	13903	Beatrice	23
390	13904	Beatrice	23
391	13917	Beatrice	23
392	13939	Beatrice	23
393	13951	Beatrice	23
394	13962	Beatrice	23
395	13969	Beatrice	23
396	13974	Beatrice	23
397	13986	Beatrice	23
398	13995	Beatrice	23
399	13998	Beatrice	23
400	14010	Beatrice	23
401	14034	Beatrice	23

	B	C	D
402	14060	Beatrice	23
403	14108	Beatrice	23
404	14120	Beatrice	23
405	14144	Beatrice	23
406	14207	Beatrice	23
407	29611	Buckingham	23
408	29614	Buckingham	23
409	29630	Buckingham	23
410	14370	Doris	23
411	14386	Doris	23
412	14402	Doris	23
413	29615	Edward Place	23
414	29655	Edward Place	23
415	29620	Gaylord Ct.	23
416	29623	Gaylord Ct.	23
417	29536	Linda	23
418	29552	Linda	23
419	29851	Linda	23
420	29859	Lori	23
421	29979	Lyndon	23
422	30013	Lyndon	23
423	30087	Lyndon	23
424	29735	Mason	23
425	30221	Mason	23
426	29760	Oakview	23
427	28348	Acacia	24
428	14027	Alexander	24
429	14038	Alexander	24
430	14039	Alexander	24
431	14050	Alexander	24
432	14051	Alexander	24
433	14062	Alexander	24
434	14063	Alexander	24
435	14104	Alexander	24
436	14105	Alexander	24
437	14116	Alexander	24
438	14117	Alexander	24
439	14129	Alexander	24
440	14140	Alexander	24
441	14141	Alexander	24
442	14152	Alexander	24
443	14153	Alexander	24
444	14164	Alexander	24
445	14207	Alexander	24
446	14218	Alexander	24
447	14219	Alexander	24
448	14230	Alexander	24
449	14231	Alexander	24
450	14254	Alexander	24
451	14255	Alexander	24

	B	C	D
452	28672	Buckingham	24
453	28712	Buckingham	24
454	28750	Buckingham	24
455	14252	Cardwell	24
456	14169	Harrison	24
457	29193	Jacquelyn	24
458	29355	Jacquelyn	24
459	29371	Jacquelyn	24
460	13945	Lyons	24
461	15140	Middlebelt	24
462	15210	Middlebelt	24
463	27878	Oakley	24
464	14081	Riga	24
465	14724	Santa Anita	24
466	14030	Sunbury	24
467	14066	Sunbury	24
468	14120	Sunbury	24
469	14156	Sunbury	24
470	14256	Sunbury	24
471	14715	Taylor Blvd.	24
472	27785	Western Golf	24
473	10011	Adams	31
474	38765	Ann Arbor Tr.	31
475	39321	Ann Arbor Tr.	31
476	8847	W. Deborah Ct.	31
477	38973	Dover	31
478	9740	Eckles	31
479	9800	Eckles	31
480	9900	Eckles	31
481	10000	Eckles	31
482	10014	Eckles	31
483	10114	Eckles	31
484	10120	Eckles	31
485	38812	Grandon	31
486	38828	Grandon	31
487	9736	Knolson	31
488	9148	Marie	31
489	9209	Marie	31
490	38778	Northfield	31
491	38540	Orangelawn	31
492	38543	Orangelawn	31
493	8896	Pere	31
494	8914	Pere	31
495	35602	Dover	32
496	36063	Dover	32
497	36055	Elmira	32
498	36377	Joanne	32
499	36389	Joanne	32
500	36286	Lawrence	32
501	36296	Lawrence	32

	B	C	D
502	35823	Orangelawn	32
503	35621	Richland	32
504	9023	Hanlon	33
505	35006	Hees	33
506	35007	Hees	33
507	35149	Orangelawn	33
508	8914	Roslyn	33
509	8915	Roslyn	33
510	8926	Roslyn	33
511	33601	Trillium	33
512	33625	Trillium	33
513	9911	Arden	34
514	9229	Colorado	34
515	32070	Delaware	34
516	9919	Loveland	34
517	8925	Merriman	34
518	32628	Vermont	34
519	32700	Vermont	34
520	9333	Virginia	34
521	9976	Flamingo	34
522	9915	Hillcrest	35
523	9922	Hillcrest	35
524	29568	MacIntyre	35
525	29877	MacIntyre	35
526	29893	MacIntyre	35
527	30129	Minton	35
528	29525	Robert	35
529	30260	Westfield	35
530	9003	Cavell	36
531	11215	Clements Circle W.	36
532	9071	Deering	36
533	27452	Dover	36
534	28000	Joy	36

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

13. REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2022 SIDEWALK PROGRAM (LOCATIONS COMPLETED IN 2023), Contract 22-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same (118-22)

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

13.

Engineering
November 8, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2022 SIDEWALK PROGRAM (LOCATIONS COMPLETED IN 2023), Contract 22-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same (118-22)

BACKGROUND DETAILS

Council Resolution No. 118-22, dated April 4, 2022, awarded a contract for the 2022 Sidewalk Program to Rotondo Construction Corporation.

The list of the 68 sidewalk repair locations from the 2022 Sidewalk Program that were completed in 2023 (Contract 22-G) is attached. The list includes the locations that were the homeowner's responsibility, along with the cost of each sidewalk repair. This list does not include locations where it was solely the City's responsibility to pay for the sidewalk repairs as a result of lifted walk by City tree root(s).

All assessments are based upon unit prices bid by the contractor in which a 10% charge was added to cover the City's administrative, engineering, inspection, advertising, and collection expenses as provided for in Section 12.04.340 of the Livonia Code of Ordinances, as amended.

It is recommended that the Council set a date when the Council will meet for the purpose of adopting a resolution placing special assessments upon those properties shown on the aforementioned list where the owners have not paid the charges prior to the established meeting date. Such a meeting is required under Section 3.08.150 of the Livonia Code of Ordinances, as amended.

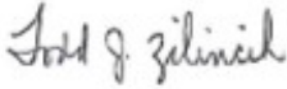
PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is recommended that the Council set a date when the Council will meet for the purpose of adopting a resolution placing special assessments upon those properties shown on the aforementioned list where the owners have not paid the charges prior to the established meeting date. Such a meeting is required under Section 3.08.150 of the Livonia Code of Ordinances, as amended.

ATTACHMENTS

1. S120423 LTC Special Assessments 22-G
2. 2022 Delayed SW Program - Billing Register
3. CR 118-22

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: November 08, 2023



Don Rohraff, Director of Public Works

Date: November 08, 2023



Maureen Miller Brosnan, Mayor

Date: November 09, 2023

09/27/2023
10:46 AM

Billing Register
Population: All Records

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DB: Su2022-Completed 2023

Invoices # Customer # Parcel #	Srv Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000001 025 04 0099 000 025 04 0099 000	SIDE	BORSETH ALISON 18478 GLASTONBURY LIVONIA, MI	18478 GLASTONBURY LIVONIA, MI	525.80 0.00	525.80 525.80
0000000002 025 04 0058 000 025 04 0058 000	SIDE	ELAHI MOHAMMAD ALI 19036 GLENGARRY LIVONIA, MI	49428 COOKE AVE PLYMOUTH, MI	934.56 0.00	934.56 934.56
0000000003 029 01 0016 000 029 01 0016 000	SIDE	SCHULTZ DAVID W 18598 GOLFVIEW LIVONIA, MI	18598 GOLFVIEW ST LIVONIA, MI	229.68 0.00	229.68 229.68
0000000004 089 02 0194 000 089 02 0194 000	SIDE	ROBERT MENDRYGA 29864 BARKLEY LIVONIA, MI	29864 BARKLEY ST LIVONIA, MI	388.08 0.00	388.08 388.08
0000000005 092 02 0072 000 092 02 0072 000	SIDE	BARNIER DOROTHY M 30046 BENTLEY LIVONIA, MI	30046 BENTLEY LIVONIA, MI	360.50 0.00	360.50 360.50
0000000006 091 04 0043 000 091 04 0043 000	SIDE	MUZYKA FREDERICK / SAN 14291 DENNE LIVONIA, MI	14291 DENNE LIVONIA, MI	461.44 0.00	461.44 461.44
0000000007 091 08 0242 000 091 08 0242 000	SIDE	STRINGFIELD JAMES/ANGE 14116 HUBBELL LIVONIA, MI	14116 HUBBELL ST LIVONIA, MI	213.84 0.00	213.84 213.84
0000000008 089 02 0014 000 089 02 0014 000	SIDE	DANSBY DAVE 29437 LINDA LIVONIA, MI	29437 LINDA ST LIVONIA, MI	393.38 0.00	393.38 393.38
0000000009 089 02 0008 000 089 02 0008 000	SIDE	HOGG DUNCAN 29450 LINDA LIVONIA, MI	29450 LINDA ST LIVONIA, MI	182.16 0.00	182.16 182.16
0000000010 089 02 0007 000 089 02 0007 000	SIDE	MILEK DOLORES A 29464 LINDA LIVONIA, MI	29464 LINDA ST LIVONIA, MI	526.33 0.00	526.33 526.33
0000000011 089 02 0017 000 089 02 0017 000	SIDE	BEARD EDWARD 29515 LINDA LIVONIA, MI	29515 LINDA ST LIVONIA, MI	353.29 0.00	353.29 353.29
0000000012 091 08 0210 000 091 08 0210 000	SIDE	ZMUDCZYNSKI DAVID/SHAW 14085 SUNSET LIVONIA, MI	14085 SUNSET ST LIVONIA, MI	483.07 0.00	483.07 483.07
0000000013 091 08 0188 000 091 08 0188 000	SIDE	BATES AARON / ALICIA 14446 SUNSET LIVONIA, MI	14446 SUNSET LIVONIA, MI	151.41 0.00	151.41 151.41
0000000014 094 01 0092 002 094 01 0092 002	SIDE	GERALD G CURTIS 14901 CAVOUR LIVONIA, MI	14901 CAVOUR ST LIVONIA, MI	1,325.54 0.00	1,325.54 1,325.54
0000000015 094 01 0094 000 094 01 0094 000	SIDE	BOWERS TYLER/LISA 14902 CAVOUR LIVONIA, MI	14902 CAVOUR LIVONIA, MI	1,456.42 0.00	1,456.42 1,456.42
0000000016 094 01 0096 000 094 01 0096 000	SIDE	SYNOWIEC JULIE A 14912 CAVOUR LIVONIA, MI	14912 CAVOUR LIVONIA, MI	378.25 0.00	378.25 378.25
0000000017 094 01 0100 000 094 01 0100 000	SIDE	DOUGLAS & KATH ROGALLA 14944 CAVOUR LIVONIA, MI	14944 CAVOUR ST LIVONIA, MI	721.00 0.00	721.00 721.00
0000000018 095 01 0069 000 095 01 0069 000	SIDE	GRIFFIN ROBERT / DONNA 14427 GARDEN LIVONIA, MI	14427 GARDEN ST LIVONIA, MI	229.68 0.00	229.68 229.68
0000000019 094 01 0217 000 094 01 0217 000	SIDE	PRZYSTAS JEFF/TINA 14997 HALLER LIVONIA, MI	14997 HALLER ST LIVONIA, MI	742.63 0.00	742.63 742.63
0000000020 093 01 0190 000 093 01 0190 000	SIDE	JOINER STACEY 15073 INKSTER LIVONIA, MI	15073 INKSTER LIVONIA, MI	904.74 0.00	904.74 904.74

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Billing Register
Population: All Records

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Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000021 093 01 0193 000 093 01 0193 000	SIDE	FORTMAN BRIAN 15085 INKSTER LIVONIA, MI	15085 INKSTER RD LIVONIA, MI	216.30 0.00	216.30 216.30
0000000022 095 01 0075 000 095 01 0075 000	SIDE	GORMAN JR. TIMOTHY/JIL 29156 JACQUELYN LIVONIA, MI	29156 JACQUELYN DR LIVONIA, MI	839.52 0.00	839.52 839.52
0000000023 094 01 0001 000 094 01 0001 000	SIDE	STABLES PARKING LLC 14920 MIDDLEBELT LIVONIA, MI	14950 MIDDLEBELT LIVONIA, MI	2,184.63 0.00	2,184.63 2,184.63
0000000024 093 04 0052 000 093 04 0052 000	SIDE	MARLEY MARY 14833 SANTA ANITA LIVONIA, MI	14833 SANTA ANITA LIVONIA, MI	194.67 0.00	194.67 194.67
0000000025 093 07 0013 000 093 07 0013 000	SIDE	SHAH KUMASH/JAGRUTI 14676 TAYLOR LIVONIA, MI	14676 TAYLOR BLVD LIVONIA, MI	901.25 0.00	901.25 901.25
0000000026 093 07 0016 000 093 07 0016 000	SIDE	CAVELL WOODS HOMEOWNER 14700 TAYLOR LIVONIA, MI	14650 TAYLOR BLVD LIVONIA, MI	382.13 0.00	382.13 382.13
0000000027 099 99 0007 009 099 99 0007 009	SIDE	LS EQUITY LLC 29250 PLYMOUTH LIVONIA, MI	812 S MAIN ST, STE 200 ROYAL OAK, MI	2,008.27 0.00	2,008.27 2,008.27
0000000028 107 99 0015 004 107 99 0015 004	SIDE	FOUNTAIN PARK PLAZA LL 33200 PLYMOUTH LIVONIA, MI	1405 XENIUM LANE NORTH MINNEAPOLIS, MN	2,217.36 0.00	2,217.36 2,217.36
0000000029 107 99 0015 005 107 99 0015 005	SIDE	FIFTH THIRD BANK 33246 PLYMOUTH LIVONIA, MI	38 FOUNTAIN SQUARE PLZ CINCINNATI, OH	273.98 0.00	273.98 273.98
0000000030 107 99 0015 006 107 99 0015 006	SIDE	FOUNTAIN PARK PLAZA LL 33328 PLYMOUTH LIVONIA, MI	4036 TELEGRAPH RD STE BLOOMFIELD HILLS, MI	1,263.59 0.00	1,263.59 1,263.59
0000000031 107 99 0015 002 107 99 0015 002	SIDE	WG-4511 MI LLC 33330 PLYMOUTH LIVONIA, MI	PO BOX 1159 DEERFIELD, IL	1,740.20 0.00	1,740.20 1,740.20
0000000032 123 03 0156 000 123 03 0156 000	SIDE	DOSTAL PAUL J 9226 PERE LIVONIA, MI	9226 PERE AVE LIVONIA, MI	198.00 0.00	198.00 198.00
0000000033 125 04 0019 000 125 04 0019 000	SIDE	DIX ALLAN 35415 ELMIRA LIVONIA, MI	35415 ELMIRA LIVONIA, MI	187.46 0.00	187.46 187.46
0000000034 125 04 0020 000 125 04 0020 000	SIDE	SCOTT JOSHUA 35429 ELMIRA LIVONIA, MI	35429 ELMIRA LIVONIA, MI	180.25 0.00	180.25 180.25
0000000035 125 04 0022 000 125 04 0022 000	SIDE	GALATI LEA ANITA 35457 ELMIRA LIVONIA, MI	35457 ELMIRA LIVONIA, MI	237.60 0.00	237.60 237.60
0000000036 125 04 0030 000 125 04 0030 000	SIDE	J WAHL & P PHELPS 35498 ELMIRA LIVONIA, MI	21658 VAN K DR GROSSE POINTE WOODS, M	198.00 0.00	198.00 198.00
0000000037 127 04 0043 000 127 04 0043 000	SIDE	SALLY BENSON 36510 HEES LIVONIA, MI	36510 HEES ST LIVONIA, MI	205.92 0.00	205.92 205.92
0000000038 128 04 0019 000 128 04 0019 000	SIDE	MABEY ANDREW P 36271 LAWRENCE LIVONIA, MI	36271 LAWRENCE LIVONIA, MI	205.92 0.00	205.92 205.92
0000000039 125 02 0489 000 125 02 0489 000	SIDE	GALANG CHARITO 35815 LEON LIVONIA, MI	35815 LEON ST LIVONIA, MI	209.09 0.00	209.09 209.09
0000000041 088 10 0370 000 088 10 0370 000	SIDE	MICHALIK JR. ROY W/PER 14247 MERRIMAN LIVONIA, MI	14247 MERRIMAN RD LIVONIA, MI	213.84 0.00	213.84 213.84

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Billing Register
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Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000042 125 01 0427 000 125 01 0427 000	SIDE	SHEVCHIK DAVID/JENNIFE 35611 MINTON LIVONIA, MI	35611 MINTON ST LIVONIA, MI	180.25 0.00	180.25 180.25
0000000043 125 01 0433 000 125 01 0433 000	SIDE	ADAS IVANAUSKAS 35519 MINTON LIVONIA, MI	35519 MINTON CT LIVONIA, MI	187.46 0.00	187.46 187.46
0000000044 125 02 0525 000 125 02 0525 000	SIDE	FIELD LEAH / JOSEPH 35814 ORANGELAWN LIVONIA, MI	35814 ORANGELAWN LIVONIA, MI	180.25 0.00	180.25 180.25
0000000045 125 01 0267 000 125 01 0267 000	SIDE	LUTZO MARK / DANA 35453 PARKDALE LIVONIA, MI	11800 ARBORWOOD PRESER FORT MYERS, FL	209.09 0.00	209.09 209.09
0000000046 125 02 0633 000 125 02 0633 000	SIDE	HISHMEH CYNTHIA 35811 PINETREE LIVONIA, MI	35811 PINETREE ST LIVONIA, MI	965.59 0.00	965.59 965.59
0000000047 125 02 0615 000 125 02 0615 000	SIDE	MOTTA ADAM / HEATHER 35836 RICHLAND LIVONIA, MI	35836 RICHLAND LIVONIA, MI	55.44 0.00	55.44 55.44
0000000048 125 02 0616 000 125 02 0616 000	SIDE	BENKO JOSHUA 35844 RICHLAND LIVONIA, MI	35844 RICHLAND LIVONIA, MI	150.48 0.00	150.48 150.48
0000000049 126 04 0010 000 126 04 0010 000	SIDE	COLANGELO ANTHONY 36610 RICHLAND LIVONIA, MI	36610 RICHLAND LIVONIA, MI	421.97 0.00	421.97 421.97
0000000050 125 02 0589 000 125 02 0589 000	SIDE	LUYBEN GARY/PALMER EVE 35859 WEST CHICAGO LIVONIA, MI	35859 W CHICAGO ST LIVONIA, MI	248.60 0.00	248.60 248.60
0000000051 130 03 0101 000 130 03 0101 000	SIDE	RICHARD HASSELL 9912 HAMBELTON LIVONIA, MI	9912 HAMBELTON ST LIVONIA, MI	911.79 0.00	911.79 911.79
0000000052 132 05 0027 000 132 05 0027 000	SIDE	JEFFREY AND LORI KENNE 8946 NORWICH LIVONIA, MI	8946 NORWICH ST LIVONIA, MI	363.83 0.00	363.83 363.83
0000000053 132 09 0022 000 132 09 0022 000	SIDE	NOVAK RONALD/IRENE 34105 TRILLIUM LIVONIA, MI	34105 TRILLIUM CT LIVONIA, MI	180.25 0.00	180.25 180.25
0000000054 136 03 0375 000 136 03 0375 000	SIDE	BOWER PAUL / MARGARET 9012 HUBBARD LIVONIA, MI	9012 HUBBARD LIVONIA, MI	704.88 0.00	704.88 704.88
0000000055 136 03 0374 000 136 03 0374 000	SIDE	KIEFER JESSICA D 9024 HUBBARD LIVONIA, MI	9024 HUBBARD LIVONIA, MI	1,095.92 0.00	1,095.92 1,095.92
0000000056 134 99 0001 000 134 99 0001 000	SIDE	ST MICHAEL PARISH LIVO 11441 HUBBARD LIVONIA, MI	12 STATE STREET DETROIT, MI	19,255.18 0.00	19,255.18 19,255.18
0000000057 136 03 0358 000 136 03 0358 000	SIDE	CUELLAR LARA/MICHAEL 31845 MAINE LIVONIA, MI	31845 MAINE ST LIVONIA, MI	506.88 0.00	506.88 506.88
0000000058 133 02 0352 002 133 02 0352 002	SIDE	MCFALL JASON W / KASSA 11030 MELROSE LIVONIA, MI	11030 MELROSE LIVONIA, MI	998.31 0.00	998.31 998.31
0000000059 133 04 1352 002 133 04 1352 002	SIDE	CURETON TERRY 9823 MERRIMAN LIVONIA, MI	9823 MERRIMAN LIVONIA, MI	703.52 0.00	703.52 703.52
0000000060 133 04 1350 002 133 04 1350 002	SIDE	SCHMIEDEKNECHT AUGUST 9829 MERRIMAN LIVONIA, MI	9829 MERRIMAN LIVONIA, MI	743.50 0.00	743.50 743.50
0000000061 139 01 0048 002 139 01 0048 002	SIDE	BROWN RACHELLE 31331 GRANDON LIVONIA, MI	31331 GRANDON LIVONIA, MI	16.50 0.00	16.50 16.50

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Billing Register
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Invoices # Customer # Parcel #	SrvC Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000062 137 01 0317 000 137 01 0317 000	SIDE	DOBY MICHAEL 29760 MACINTYRE LIVONIA, MI	29760 MACINTYRE LIVONIA, MI	173.04 0.00	173.04 173.04
0000000063 140 01 0398 000 140 01 0398 000	SIDE	ROBART ANNETTE T 8992 OPORTO LIVONIA, MI	8992 OPORTO LIVONIA, MI	348.48 0.00	348.48 348.48
0000000064 137 01 0029 000 137 01 0029 000	SIDE	AMENSON ERIC / COLETTE 30108 WEST CHICAGO LIVONIA, MI	30108 WEST CHICAGO LIVONIA, MI	378.25 0.00	378.25 378.25
0000000065 137 01 0030 000 137 01 0030 000	SIDE	HOULE KELLY 30136 WEST CHICAGO LIVONIA, MI	30136 WEST CHICAGO LIVONIA, MI	182.16 0.00	182.16 182.16
0000000066 140 03 0287 000 140 03 0287 000	SIDE	CORDING R BRENT 30177 WEST CHICAGO LIVONIA, MI	30177 W CHICAGO ST LIVONIA, MI	142.56 0.00	142.56 142.56
0000000067 140 03 0283 000 140 03 0283 000	SIDE	GOYER CAITLIN / CHISTO 30323 WEST CHICAGO LIVONIA, MI	30323 WEST CHICAGO LIVONIA, MI	348.48 0.00	348.48 348.48
0000000068 142 01 0123 000 142 01 0123 000	SIDE	ROBERT KING 11161 KAREN LIVONIA, MI	11161 KAREN ST LIVONIA, MI	380.16 0.00	380.16 380.16
0000000069 123 03 0155 000 123 03 0155 000	SIDE	GANDOLFO FAMILY TRUST 9242 PERE LIVONIA, MI	9242 PERE LIVONIA, MI	310.03 0.00	310.03 310.03

Billing Items Summary		Item Amt.	Item Bal.
6"SW Totals	35 Billing Items	13,511.52	13,511.52
SAWCUT Totals	7 Billing Items	121.00	121.00
4"SW Totals	41 Billing Items	22,430.31	22,430.31
CITY Totals	32 Billing Items	0.00	0.00
H/O4" Totals	5 Billing Items	4,239.48	4,239.48
H/O6" Totals	2 Billing Items	1,180.08	1,180.08
DTE Totals	1 Billing Items	0.00	0.00
H/O8" Totals	2 Billing Items	2,706.00	2,706.00
8"SW Totals	4 Billing Items	11,157.74	11,157.74
R4-6"C Totals	1 Billing Items	16.50	16.50

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TOTALS	68 Invoices	55,362.63 0.00	0.00	55,362.63 55,362.63
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Circle Pool, with the City's participation estimated to be \$1,027.00, for a total amount estimated at \$160,000.00, the Council does hereby approve the proposed Intergovernmental Agreement 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 Agreement 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.

#117-22 RESOLVED, that having considered the report and recommendation of the Assistant Director of Public Works, dated March 3, 2022, 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 accept the bid of Scooby's Lawn Care LLC, 2018 Helen, Garden City, MI 48135, for completing all work required in connection with the City's 2022-2025 Municipal Park Mowing Program, for a total amount not to exceed \$37,114.00 per year, the same having been in fact the lowest bid received and meets all specifications; FURTHER, in the event the lowest bidder is unable to perform the services, the Council does hereby accept the bid of United Lawnscape, 12240 Merriman, Livonia, MI 48150 as alternate for completing all work required for the City's 2022-2025 Municipal Park Mowing Program at a cost not to exceed \$109,186.00 per year; FURTHER, the Council does hereby authorize the expenditure of the foregoing amounts from funds budgeted in Account No. 101-524-818-015 (Parks Maintenance Fund) for this purpose; and the Mayor and City Clerk are hereby authorized to execute a contract, which is approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia with the aforesaid bidder(s) and to do all other things necessary or incidental to the full performance of this resolution.

#118-22 RESOLVED, that having considered a communication from the City Engineer, dated March 16, 2022, submitted pursuant to Council Resolution 67-22, adopted on February 28, 2022, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a list of prices for various items needed for the 2022 round of sidewalk repairs, the Council does hereby authorize and accept the unit price bid of **Rotondo Construction Corporation**, 38807 Ann Arbor Road, Suite 2, Livonia, Michigan 48150, for completing all work required in connection with the **2022 Sidewalk Replacement Program (Contract 22-G)** and agreed upon inspector days of 60 based upon the Engineering Division's estimate of units involved and subject to a final payment based upon the actual units completed in accordance with the unit prices accepted herein, for a total amount not to exceed \$706,228.50, which includes a 10% administrative fee (\$63,293.50), the contract amount of \$632,935.00, and the saw cutting portion of the project (\$10,000.00), which

will be handled by and paid to Precision Concrete Inc., 1896 Goldeneye Drive, Holland, MI 49424, said estimated cost and unit prices having been in fact the lowest bid received and meets all specifications; FURTHER, the Council does hereby authorize payment in an amount not to exceed \$632,935.00 payable to Rotondo Construction Corporation, 38807 Ann Arbor Road, Suite 2, Livonia, Michigan 48150, based upon the bid unit prices and said amount to be adjusted based upon the quantities of work completed; FURTHER, the Council does hereby authorize payment in an amount not to exceed \$10,000.00 payable to Precision Concrete Inc., 1896 Goldeneye Drive, Holland, Michigan 49424 for the saw cutting portion of the contract; FURTHER, the Council does hereby authorize an advance in the amount of \$132,257.84 (single lot assessments portion of the program) from the Road, Sidewalk and Tree Fund with the provision that this fund be reimbursed from that portion of the project which is to be financed by special assessment at such time as funds are subsequently received from the payment of bills as assessments by affected property owners; FURTHER, the Council does hereby authorize an expenditure in the amount of \$6,500.00 from funds budgeted in Account No. 202-451-977-010 (Major Road – Distributed Sidewalk Cost) and \$99,270.66 from funds budgeted in Account No. 203-451-977-010 (Local Road- Distributed Sidewalk Cost) to cover the costs related to the construction or reconstruction of handicap ramps at major and local roads; FURTHER, the Council does hereby authorize an expenditure in the amount of \$18,200.00 from the Unexpended Fund Balance of the Water and Sewer Fund for sidewalk work adjacent to and including water and storm and sanitary sewer structure repairs; FURTHER, the Council does hereby authorize an expenditure in the amount of \$450,000.00 to repair sidewalks heaved by tree roots from funds budgeted in the Road, Sidewalk and Tree Fund (Account No. 204-441-977-010 Contractual Service Sidewalk) for the 2022 Sidewalk Repairs; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized to execute a contract, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia with the aforesaid bidder and to do all other things necessary or incidental to the full performance of this resolution.

#119-22 RESOLVED, that having considered the report and recommendation of the City Engineer, dated March 9, 2022, 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 P.K. Contracting, LLC, 1965 Barrett Dr., Troy, Michigan 48084 for completing all work required in connection with the 2022 Lane Line Marking Program (Contract 22-H) for the not to exceed amount of \$93,367.50, based on the Engineering Division's estimate of units involved, and subject to a final payment based

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

14. REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2023 SIDEWALK PROGRAM, Contract 23-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same. (CR 71-23).

Councilmember McIntyre offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

14.

Engineering
November 8, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR COUNCIL TO SET A DATE FOR THE PURPOSE OF ADOPTING A RESOLUTION PLACING SPECIAL ASSESSMENTS UPON REFERENCED PROPERTIES WHOSE OWNERS HAVE NOT PAID CHARGES CONNECTED WITH THE 2023 SIDEWALK PROGRAM, Contract 23-G, SINGLE LOT ASSESSMENTS: Engineering Division, re: same. (CR 71-23).

BACKGROUND DETAILS

Council Resolution No. 71-23, dated February 27, 2023, awarded a contract for the 2023 Sidewalk Program to Rotondo Construction Corporation.

The list of the 188 sidewalk repair locations completed in 2023 (Contract 23-G) which were the homeowner's responsibility and the cost of each sidewalk repair are attached. This list does not include locations where it was solely the City's responsibility to pay for the sidewalk repairs as a result of lifted walk by City tree root(s).

All assessments are based upon unit prices bid by the contractor in which a 10% charge was added to cover the City's administrative, engineering, inspection, advertising, and collection expenses as provided for in Section 12.04.340 of the Livonia Code of Ordinances, as amended.

It is recommended that the Council set a date when the Council will meet for the purpose of adopting a resolution placing special assessments upon those properties shown on the aforementioned list where the owners have not paid the charges prior to the established meeting date. Such a meeting is required under Section 3.08.150 of the Livonia Code of Ordinances, as amended.

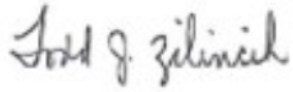
PREFERRED COUNCIL RECOMMENDATION/RESOLUTION (Please complete this field. Attachments are not to be used in lieu of the recommendation)

It is recommended that the Council set a date when the Council will meet for the purpose of adopting a resolution placing special assessments upon those properties shown on the aforementioned list where the owners have not paid the charges prior to the established meeting date. Such a meeting is required under Section 3.08.150 of the Livonia Code of Ordinances, as amended.

ATTACHMENTS

1. 2023 SW Program - Billing Register
2. CR 71-23

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: November 08, 2023



Don Rohraff, Director of Public Works

Date: November 08, 2023



Maureen Miller Brosnan, Mayor

Date: November 09, 2023

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Invoices # Customer # Parcel #	Srv Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
0000000002 001 04 0327 000 001 04 0327 000	SIDE	MULCAHY JAMES/EDITH 20027 DEERING LIVONIA, MI	17236 VICTOR DR NORTHVILLE, MI	938.28 0.00	938.28 938.28
0000000003 001 04 0404 002 001 04 0404 002	SIDE	RENA/TIMOTHY ARSEN 20014 FLORAL LIVONIA, MI	20014 FLORAL ST LIVONIA, MI	667.64 0.00	667.64 667.64
0000000004 001 04 0399 000 001 04 0399 000	SIDE	DIEHR PHILLIP 20044 FLORAL LIVONIA, MI	20044 FLORAL LIVONIA, MI	665.28 0.00	665.28 665.28
0000000005 001 04 0398 000 001 04 0398 000	SIDE	SERRICO MICHAEL 20052 FLORAL LIVONIA, MI	20052 FLORAL LIVONIA, MI	656.64 0.00	656.64 656.64
0000000006 001 04 0381 000 001 04 0381 000	SIDE	SIMONSON JUSTIN 20216 FLORAL LIVONIA, MI	3321 MIDDLEBURY LANE CHARLESTON, SC	1,156.20 0.00	1,156.20 1,156.20
0000000007 001 04 0494 000 001 04 0494 000	SIDE	MURRAY ANDREW / ASHLEY 20269 GILLMAN LIVONIA, MI	20269 GILLMAN LIVONIA, MI	423.36 0.00	423.36 423.36
0000000009 001 04 0118 000 001 04 0118 000	SIDE	WILLIAMS ERIC J 27521 LONG LIVONIA, MI	27521 LONG LIVONIA, MI	691.20 0.00	691.20 691.20
0000000010 001 04 0119 000 001 04 0119 000	SIDE	DAMM ALEXANDER / ASHLE 27527 LONG LIVONIA, MI	27527 LONG LIVONIA, MI	506.12 0.00	506.12 506.12
0000000011 001 04 0121 000 001 04 0121 000	SIDE	LORI HAMILTON 27535 LONG LIVONIA, MI	27535 LONG ST LIVONIA, MI	216.00 0.00	216.00 216.00
0000000012 001 04 0201 000 001 04 0201 000	SIDE	CLARK HEATHER / JOHN 27649 LONG LIVONIA, MI	3505 JUNIOR DR PINCKNEY, MI	1,155.16 0.00	1,155.16 1,155.16
0000000013 001 04 0372 001 001 04 0372 001	SIDE	PERVAIZ SHAFQA 27924 LONG LIVONIA, MI	27924 LONG LIVONIA, MI	276.48 0.00	276.48 276.48
0000000014 001 04 0459 000 001 04 0459 000	SIDE	KYLMAN ASHLEY 28038 LONG LIVONIA, MI	28038 LONG LIVONIA, MI	535.72 0.00	535.72 535.72
0000000015 002 02 0058 000 002 02 0058 000	SIDE	GALAZKA GENEVIEVE M 19784 MAPLEWOOD LIVONIA, MI	19784 MAPLEWOOD LIVONIA, MI	717.76 0.00	717.76 717.76
0000000016 003 01 0447 003 003 01 0447 003	SIDE	DTC BUILDING LLC 19850 MIDDLEBELT LIVONIA, MI	33762 SCHOOLCRAFT RD LIVONIA, MI	1,963.33 0.00	1,963.33 1,963.33
0000000017 004 01 0409 000 004 01 0409 000	SIDE	PRUITT MARLENE 19644 RENSELLOR LIVONIA, MI	19644 RENSELLOR LIVONIA, MI	1,277.56 0.00	1,277.56 1,277.56
0000000018 001 04 0091 000 001 04 0091 000	SIDE	LOCKMAN WILLIAM 20029 RENSELLOR LIVONIA, MI	20029 RENSELLOR LIVONIA, MI	216.00 0.00	216.00 216.00
0000000019 001 04 0093 000 001 04 0093 000	SIDE	BARBARA WILLIAMS 20035 RENSELLOR LIVONIA, MI	20035 RENSELLOR ST LIVONIA, MI	1,537.92 0.00	1,537.92 1,537.92
0000000020 001 04 0108 000 001 04 0108 000	SIDE	HERNANDEZ GENARO 20201 RENSELLOR LIVONIA, MI	20201 RENSELLOR ST LIVONIA, MI	1,519.68 0.00	1,519.68 1,519.68
0000000021 004 01 0116 000 004 01 0116 000	SIDE	LE MIEUX BARBARA ANN 19317 ST FRANCIS LIVONIA, MI	19317 SAINT FRANCIS ST LIVONIA, MI	682.56 0.00	682.56 682.56
0000000022 001 04 0238 000 001 04 0238 000	SIDE	STANTON SAMMANATHA / DU 19909 ST FRANCIS LIVONIA, MI	19909 ST FRANCIS LIVONIA, MI	3,106.48 0.00	3,106.48 3,106.48

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Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
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0000000024 001 04 0229 000 001 04 0229 000	SIDE	STORIE DONALD/DONNA 20024 ST FRANCIS LIVONIA, MI	20024 SAINT FRANCIS ST LIVONIA, MI	443.00 0.00	443.00 443.00
0000000025 004 01 0538 002 004 01 0538 002	SIDE	JEFFREY / MARY HEARN 27448 SEVEN MILE LIVONIA, MI	27448 7 MILE RD LIVONIA, MI	4,520.83 0.00	4,520.83 4,520.83
0000000026 002 02 0153 001 002 02 0153 001	SIDE	KADADO HIBA/ KHALIL FA 19914 SUNBURY LIVONIA, MI	19914 SUNBURY LIVONIA, MI	443.00 0.00	443.00 443.00
0000000027 002 02 0105 000 002 02 0105 000	SIDE	CHRISTOPHER/TINA SZETE 20235 WEYHER LIVONIA, MI	20235 WEYHER ST LIVONIA, MI	207.36 0.00	207.36 207.36
0000000029 005 01 0097 002 005 01 0097 002	SIDE	CHAN JUSTIN / BRENDEN 20425 BEATRICE LIVONIA, MI	20425 BEATRICE LIVONIA, MI	3,183.24 0.00	3,183.24 3,183.24
0000000031 005 01 0102 001 005 01 0102 001	SIDE	UJKAJ, LLC 29811 EIGHT MILE LIVONIA, MI	29811 EIGHT MILE LIVONIA, MI	3,287.77 0.00	3,287.77 3,287.77
0000000032 005 99 0051 000 005 99 0051 000	SIDE	VENUS REAL ESTATE INC 30105 EIGHT MILE LIVONIA, MI	28425 S HARWICH DR FARMINGTON HILLS, MI	1,157.76 0.00	1,157.76 1,157.76
0000000033 006 99 0002 001 006 99 0002 001	SIDE	WALDRON ENTERPRISES LL 30421 EIGHT MILE LIVONIA, MI	135 ORCHARD LAKE RD PONTIAC, MI	2,514.89 0.00	2,514.89 2,514.89
0000000034 005 01 0028 000 005 01 0028 000	SIDE	VINCENT COPPALA 20321 FREMONT LIVONIA, MI	20321 FREMONT ST LIVONIA, MI	1,097.28 0.00	1,097.28 1,097.28
0000000035 005 01 0031 000 005 01 0031 000	SIDE	SANDRA A DE WATER 20335 FREMONT LIVONIA, MI	20335 FREMONT ST LIVONIA, MI	1,200.96 0.00	1,200.96 1,200.96
0000000036 005 01 0151 000 005 01 0151 000	SIDE	HUNTER DANYELLE 20310 MELVIN LIVONIA, MI	20310 MELVIN LIVONIA, MI	1,321.92 0.00	1,321.92 1,321.92
0000000037 007 99 0011 001 007 99 0011 001	SIDE	STEPKE ROBERT / MARY V 19710 MERRIMAN LIVONIA, MI	19710 MERRIMAN LIVONIA, MI	449.28 0.00	449.28 449.28
0000000039 008 01 0495 001 008 01 0495 001	SIDE	LIVONIA HOUSING COMMIS 19550 PURLINGBROOK LIVONIA, MI	33000 CIVIC CENTER DR LIVONIA, MI	8,440.72 0.00	8,440.72 8,440.72
0000000040 008 99 0001 000 008 99 0001 000	SIDE	SCHNORBERGER RUSSELL/L 30294 SEVEN MILE LIVONIA, MI	30294 7 MILE RD LIVONIA, MI	432.00 0.00	432.00 432.00
0000000041 012 01 0272 003 012 01 0272 003	SIDE	COLLEEN R TOMCHUCK 19116 AUBURNDALE LIVONIA, MI	19116 AUBURNDALE ST LIVONIA, MI	1,612.48 0.00	1,612.48 1,612.48
0000000042 010 01 0043 001 010 01 0043 001	SIDE	EIGHT & MICHAELS LLC 32825 EIGHT MILE LIVONIA, MI	33640 SCHOOLCRAFT LIVONIA, MI	613.44 0.00	613.44 613.44
0000000043 011 01 0027 001 011 01 0027 001	SIDE	MITRI C BIBI 19350 FARMINGTON LIVONIA, MI	19350 FARMINGTON RD LIVONIA, MI	432.00 0.00	432.00 432.00
0000000045 012 01 0084 000 012 01 0084 000	SIDE	ANTHONY MUSU JR 19422 INGRAM LIVONIA, MI	19422 INGRAM ST LIVONIA, MI	708.24 0.00	708.24 708.24
0000000046 012 99 0012 002 012 99 0012 002	SIDE	MERRIMAN 19335 LLC 19335 MERRIMAN LIVONIA, MI	650 CHURCH PLYMOUTH, MI	2,948.91 0.00	2,948.91 2,948.91

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Invoices # Customer # Parcel #	SrvC Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
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0000000048 009 02 0014 000 009 02 0014 000	SIDE	VANSICKLE CHERYL ANN 20374 OSMUS LIVONIA, MI	20374 OSMUS ST LIVONIA, MI	639.36 0.00	639.36 639.36
0000000049 016 02 0132 000 016 02 0132 000	SIDE	FEDEWA MATTHEW 34070 BRETTON LIVONIA, MI	34070 BRETTON LIVONIA, MI	190.08 0.00	190.08 190.08
0000000050 016 02 0141 000 016 02 0141 000	SIDE	ELIE/NADIA KHOURY 34286 BRETTON LIVONIA, MI	16909 SHREWSBURY ST LIVONIA, MI	250.56 0.00	250.56 250.56
0000000051 013 99 0032 006 013 99 0032 006	SIDE	NORTHBRIDGE LIVONIA LLC 33543 EIGHT MILE LIVONIA, MI	28470 THIRTEEN MILE RD FARMINGTON HILLS, MI	904.88 0.00	904.88 904.88
0000000052 015 02 0135 000 015 02 0135 000	SIDE	BEASLEY TABETHA 34803 FAIRFAX LIVONIA, MI	34803 FAIRFAX DR LIVONIA, MI	1,014.16 0.00	1,014.16 1,014.16
0000000053 013 99 0017 001 013 99 0017 001	SIDE	DIAMOND JILL / ERIN 20019 FARMINGTON LIVONIA, MI	20019 FARMINGTON LIVONIA, MI	397.44 0.00	397.44 397.44
0000000054 013 99 0016 003 013 99 0016 003	SIDE	MARCOLINA MARCELL/JENN 20047 FARMINGTON LIVONIA, MI	20047 FARMINGTON LIVONIA, MI	440.64 0.00	440.64 440.64
0000000055 013 99 0016 002 013 99 0016 002	SIDE	BROWN CHRISTOPHER 20105 FARMINGTON LIVONIA, MI	20105 FARMINGTON LIVONIA, MI	1,501.92 0.00	1,501.92 1,501.92
0000000057 015 01 0093 000 015 01 0093 000	SIDE	CABANAS DINAH D 19578 GARY LIVONIA, MI	19578 GARY LN LIVONIA, MI	719.24 0.00	719.24 719.24
0000000058 015 02 0111 000 015 02 0111 000	SIDE	EDDIE/AMAL AYYASH 19747 GARY LIVONIA, MI	19747 GARY LN LIVONIA, MI	596.16 0.00	596.16 596.16
0000000059 015 01 0100 000 015 01 0100 000	SIDE	WALKER RAYMOND / LAURA 34696 HALDANE LIVONIA, MI	34696 HALDANE LIVONIA, MI	345.04 0.00	345.04 345.04
0000000060 015 01 0099 000 015 01 0099 000	SIDE	VULAJ-WOOD MARIA 34722 HALDANE LIVONIA, MI	34722 HALDANE DR LIVONIA, MI	216.00 0.00	216.00 216.00
0000000061 014 04 0035 000 014 04 0035 000	SIDE	YANCURA BRIAN/CRISTINA 20076 LAUREL LIVONIA, MI	20076 LAUREL DR LIVONIA, MI	656.64 0.00	656.64 656.64
0000000062 014 03 0590 000 014 03 0590 000	SIDE	GANNON SUSAN E 35096 PEMBROKE LIVONIA, MI	35096 PEMBROKE LIVONIA, MI	227.00 0.00	227.00 227.00
0000000064 015 01 0077 000 015 01 0077 000	SIDE	SEIZEW ALEX R 34582 ST MARTINS LIVONIA, MI	34582 SAINT MARTINS ST LIVONIA, MI	375.54 0.00	375.54 375.54
0000000065 015 01 0085 000 015 01 0085 000	SIDE	ALFRED & TERESA CARBON 34673 ST MARTINS LIVONIA, MI	34673 SAINT MARTINS ST LIVONIA, MI	460.28 0.00	460.28 460.28
0000000066 013 01 0412 000 013 01 0412 000	SIDE	OLSCHANSKI TIMOTHY/AMY 20131 SOUTHAMPTON LIVONIA, MI	20131 SOUTHAMPTON DR LIVONIA, MI	227.00 0.00	227.00 227.00
0000000067 013 01 0460 000 013 01 0460 000	SIDE	DILLON LEE / KELLY 20007 STAMFORD LIVONIA, MI	20007 STAMFORD LIVONIA, MI	293.76 0.00	293.76 293.76
0000000068 012 02 0366 000 012 02 0366 000	SIDE	RUTKOWSKI DONALD / BET 31516 FONVILLE LIVONIA, MI	31516 FONVILLE LIVONIA, MI	915.84 0.00	915.84 915.84

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Invoices # Customer # Parcel #	Srvc Code	Owner Prop. Address	Mailing Address	Amt. Chg. Pmts/Crdts	Amt. Billed Amt. Due
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0000000070 024 99 0016 007 024 99 0016 007	SIDE	VICTOR EAST LLC 37640 SEVEN MILE LIVONIA, MI	150 WEST SECOND ST. ST ROYAL OAK, MI	3,747.89 0.00	3,747.89 3,747.89
0000000071 025 04 0058 000 025 04 0058 000	SIDE	ELAHI MOHAMMAD ALI 19036 GLENGARRY LIVONIA, MI	49428 COOKE AVE PLYMOUTH, MI	1,062.36 0.00	1,062.36 1,062.36
0000000072 025 04 0048 000 025 04 0048 000	SIDE	GIROLOMO CONNIE 37648 KINGSBURN LIVONIA, MI	37648 KINGSBURN LIVONIA, MI	1,352.32 0.00	1,352.32 1,352.32
0000000073 025 03 0018 000 025 03 0018 000	SIDE	YOUNES GHASSAN/WAFAA 18370 QUEENSBURY LIVONIA, MI	18370 QUEENSBURY DR LIVONIA, MI	208.84 0.00	208.84 208.84
0000000074 032 01 0062 000 032 01 0062 000	SIDE	CALLEBS TREASA KATHY 36332 BROOKVIEW LIVONIA, MI	36332 BROOKVIEW LIVONIA, MI	299.64 0.00	299.64 299.64
0000000075 030 04 0147 000 030 04 0147 000	SIDE	MALKOWSKI LEONARD / CO 37129 CURTIS LIVONIA, MI	37129 CURTIS RD LIVONIA, MI	590.20 0.00	590.20 590.20
0000000076 029 02 0006 000 029 02 0006 000	SIDE	CHARLES/BARBARA BENNIN 18266 HAMPTON CT LIVONIA, MI	18266 HAMPTON CT LIVONIA, MI	208.84 0.00	208.84 208.84
0000000077 032 02 0414 000 032 02 0414 000	SIDE	LAMACCHIA THOMAS/ANNE 35698 VARGO LIVONIA, MI	35698 VARGO ST LIVONIA, MI	466.56 0.00	466.56 466.56
0000000078 036 02 0203 000 036 02 0203 000	SIDE	THOMAS A / CAROLINE FE 17815 MYRON LIVONIA, MI	17815 MYRON ST LIVONIA, MI	440.64 0.00	440.64 440.64
0000000079 032 01 0241 000 032 01 0241 000	SIDE	LAFERLE BARBARA 35995 NORTHGATE LIVONIA, MI	35995 NORTHGATE LIVONIA, MI	263.32 0.00	263.32 263.32
0000000080 036 01 0102 000 036 01 0102 000	SIDE	NGUYEN TONY 33466 VARGO LIVONIA, MI	33466 VARGO DR LIVONIA, MI	216.00 0.00	216.00 216.00
0000000081 033 03 0089 000 033 03 0089 000	SIDE	ROMAN MARIA S 18221 WHITBY LIVONIA, MI	18221 WHITBY LIVONIA, MI	443.00 0.00	443.00 443.00
0000000082 033 03 0087 000 033 03 0087 000	SIDE	BLEAU CHRISTOPHER/TERR 18232 WHITBY LIVONIA, MI	18232 WHITBY LIVONIA, MI	1,105.92 0.00	1,105.92 1,105.92
0000000083 044 07 0012 000 044 07 0012 000	SIDE	WILLIAM / DENISE MACMA 17370 BROOKVIEW LIVONIA, MI	17370 BROOKVIEW DR LIVONIA, MI	925.56 0.00	925.56 925.56
0000000084 043 04 0009 000 043 04 0009 000	SIDE	RICHARD GREGORY / SUSAN 17323 CROSS WINDS LIVONIA, MI	17323 CROSS WINDS RD LIVONIA, MI	245.16 0.00	245.16 245.16
0000000085 043 04 0010 000 043 04 0010 000	SIDE	LACARIA GIUSEPPE / GIO 17347 CROSS WINDS LIVONIA, MI	17347 CROSS WINDS LIVONIA, MI	233.28 0.00	233.28 233.28
0000000086 041 02 0137 000 041 02 0137 000	SIDE	STACER BRAD/DAVID/CRAI 29710 LAMAR LIVONIA, MI	29710 LAMAR LN LIVONIA, MI	1,307.00 0.00	1,307.00 1,307.00
0000000087 043 03 0029 000 043 03 0029 000	SIDE	DRIGGS PATRICIA / BREN 31079 MAYVILLE LIVONIA, MI	31079 MAYVILLE LIVONIA, MI	389.84 0.00	389.84 389.84
0000000088 043 03 0036 000 043 03 0036 000	SIDE	RICARDO / HEATHER JOSE 31323 MAYVILLE LIVONIA, MI	31323 MAYVILLE ST LIVONIA, MI	290.56 0.00	290.56 290.56

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0000000089 042 04 0006 000 042 04 0006 000	SIDE	MARGUERITE MUGARDITCH 18926 PURLINGBROOK LIVONIA, MI	18926 PURLINGBROOK ST LIVONIA, MI	198.72 0.00	198.72 198.72
0000000090 048 02 0181 000 048 02 0181 000	SIDE	TARNOWSKI RONALD/DAWN 17266 DOLORES LIVONIA, MI	17266 DOLORES ST LIVONIA, MI	892.28 0.00	892.28 892.28
0000000091 048 02 0180 000 048 02 0180 000	SIDE	QUIGGINS ROBERT/MARY 17278 DOLORES LIVONIA, MI	17278 DOLORES ST LIVONIA, MI	227.00 0.00	227.00 227.00
0000000092 062 02 0550 000 062 02 0550 000	SIDE	JOSEPH/JOANNE ZAMMIT 34660 BRISTOL LIVONIA, MI	34660 BRISTOL ST LIVONIA, MI	217.92 0.00	217.92 217.92
0000000093 062 03 0691 000 062 03 0691 000	SIDE	SKARZYNSKA MARTA/SANTO 35028 ELLEN LIVONIA, MI	35028 ELLEN LIVONIA, MI	254.24 0.00	254.24 254.24
0000000094 064 01 0236 000 064 01 0236 000	SIDE	L F L 334 LLC 15645 FARMINGTON LIVONIA, MI	15645 FARMINGTON LIVONIA, MI	7,575.66 0.00	7,575.66 7,575.66
0000000095 061 03 0296 000 061 03 0296 000	SIDE	WILLIAMS RONALD/CAROLY 34260 GROVE LIVONIA, MI	34260 GROVE DR LIVONIA, MI	545.52 0.00	545.52 545.52
0000000096 061 03 0295 000 061 03 0295 000	SIDE	MAURI STEVEN 34276 GROVE LIVONIA, MI	34276 GROVE LIVONIA, MI	466.56 0.00	466.56 466.56
0000000097 061 03 0291 000 061 03 0291 000	SIDE	CHARLES W MILLER 34458 GROVE LIVONIA, MI	859 S MAIN ST PLYMOUTH, MI	172.80 0.00	172.80 172.80
0000000098 061 03 0290 000 061 03 0290 000	SIDE	DAVID T WALSH 34474 GROVE LIVONIA, MI	34474 GROVE DR LIVONIA, MI	318.08 0.00	318.08 318.08
0000000099 062 01 0470 000 062 01 0470 000	SIDE	DAVID / MARY ANN STOKE 35129 GROVE LIVONIA, MI	35129 GROVE DR LIVONIA, MI	317.80 0.00	317.80 317.80
0000000100 061 03 0258 000 061 03 0258 000	SIDE	MILLION REBECCA 34266 MUNGER LIVONIA, MI	34266 MUNGER DR LIVONIA, MI	155.52 0.00	155.52 155.52
0000000101 061 03 0257 000 061 03 0257 000	SIDE	YOUNKER JEFFREY/TAMARA 34302 MUNGER LIVONIA, MI	34302 MUNGER DR LIVONIA, MI	299.64 0.00	299.64 299.64
0000000102 062 01 0486 001 062 01 0486 001	SIDE	SCOTT QUIN 34634 MUNGER LIVONIA, MI	34634 MUNGER DR LIVONIA, MI	267.84 0.00	267.84 267.84
0000000103 062 01 0472 000 062 01 0472 000	SIDE	EVANGELISTA DAVID/KIMB 34954 MUNGER LIVONIA, MI	34954 MUNGER DR LIVONIA, MI	163.44 0.00	163.44 163.44
0000000104 064 01 0303 000 064 01 0303 000	SIDE	DICKEY CONSTANCE M. 33451 RAYBURN LIVONIA, MI	33451 RAYBURN ST LIVONIA, MI	1,395.76 0.00	1,395.76 1,395.76
0000000105 063 02 0624 000 063 02 0624 000	SIDE	CRAIG DUNCAN / APRIL 16017 RIVERSIDE LIVONIA, MI	16017 RIVERSIDE ST LIVONIA, MI	308.72 0.00	308.72 308.72
0000000106 063 02 0653 000 063 02 0653 000	SIDE	MOSHIER GREGORY / LORI 16086 RIVERSIDE LIVONIA, MI	16086 RIVERSIDE LIVONIA, MI	541.56 0.00	541.56 541.56
0000000107 063 02 0618 000 063 02 0618 000	SIDE	CORDLE STEPHEN F 16087 RIVERSIDE LIVONIA, MI	16087 RIVERSIDE LIVONIA, MI	444.92 0.00	444.92 444.92
0000000109 062 02 0537 000 062 02 0537 000	SIDE	KWON DONG-JOO 16460 RIVERSIDE LIVONIA, MI	16460 RIVERSIDE ST LIVONIA, MI	145.28 0.00	145.28 145.28

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0000000110 062 02 0533 000 062 02 0533 000	SIDE	MATSUMURA KYOKO 16528 RIVERSIDE LIVONIA, MI	16452 WESTBROOK LIVONIA, MI	214.40 0.00	214.40 214.40
0000000111 062 01 0493 000 062 01 0493 000	SIDE	BELLE RODNEY L 16540 RIVERSIDE LIVONIA, MI	16540 RIVERSIDE ST LIVONIA, MI	595.20 0.00	595.20 595.20
0000000112 062 01 0515 000 062 01 0515 000	SIDE	KELLY GARRETT 16543 RIVERSIDE LIVONIA, MI	16543 RIVERSIDE LIVONIA, MI	624.60 0.00	624.60 624.60
0000000113 062 01 0514 000 062 01 0514 000	SIDE	MUCAHY MICHAEL / JOYCE 16559 RIVERSIDE LIVONIA, MI	16559 RIVERSIDE LIVONIA, MI	138.24 0.00	138.24 138.24
0000000114 062 01 0428 000 062 01 0428 000	SIDE	FAKHOURI MATTHEW/FARIS 16720 RIVERSIDE LIVONIA, MI	16720 RIVERSIDE ST LIVONIA, MI	1,094.08 0.00	1,094.08 1,094.08
0000000115 062 01 0427 000 062 01 0427 000	SIDE	DOA IOLE A 16734 RIVERSIDE LIVONIA, MI	16734 RIVERSIDE LIVONIA, MI	138.24 0.00	138.24 138.24
0000000116 061 03 0348 000 061 03 0348 000	SIDE	LYN & PENELOPE BEESLEY 34283 SIX MILE LIVONIA, MI	34283 6 MILE RD LIVONIA, MI	345.60 0.00	345.60 345.60
0000000117 061 03 0349 000 061 03 0349 000	SIDE	JOHN/PATRICIA DICELO 34409 SIX MILE LIVONIA, MI	34409 6 MILE RD LIVONIA, MI	146.88 0.00	146.88 146.88
0000000118 061 03 0351 000 061 03 0351 000	SIDE	CARLTON MARTHA 34441 SIX MILE LIVONIA, MI	34441 6 MILE RD LIVONIA, MI	276.48 0.00	276.48 276.48
0000000119 061 03 0355 000 061 03 0355 000	SIDE	RONALD R MILLER 34615 SIX MILE LIVONIA, MI	34615 6 MILE RD LIVONIA, MI	371.52 0.00	371.52 371.52
0000000120 061 03 0320 000 061 03 0320 000	SIDE	SALNA STEPHEN 34495 WOOD LIVONIA, MI	34495 WOOD LIVONIA, MI	1,632.96 0.00	1,632.96 1,632.96
0000000121 062 01 0400 000 062 01 0400 000	SIDE	DONALD & JUDITH SAVELA 34665 WOOD LIVONIA, MI	34665 WOOD ST LIVONIA, MI	163.44 0.00	163.44 163.44
0000000122 062 01 0406 000 062 01 0406 000	SIDE	OSWALT SANDRA A 34919 WOOD LIVONIA, MI	34919 WOOD LIVONIA, MI	290.56 0.00	290.56 290.56
0000000123 062 01 0419 002 062 01 0419 002	SIDE	JENKINSON JENNIFER 35169 WOOD LIVONIA, MI	35169 WOOD LIVONIA, MI	199.76 0.00	199.76 199.76
0000000124 065 01 0149 000 065 01 0149 000	SIDE	WYLIN BRADLEY / NOELLE 16854 COUNTRY CLUB LIVONIA, MI	16854 COUNTRY CLUB LIVONIA, MI	1,166.40 0.00	1,166.40 1,166.40
0000000125 068 99 0010 001 068 99 0010 001	SIDE	CARLOS-NICOLE OBREGON 35900 FIVE MILE LIVONIA, MI	17816 WINCHESTER DR NORTHVILLE, MI	749.26 0.00	749.26 749.26
0000000126 068 99 0009 001 068 99 0009 001	SIDE	HAMADE REALTY LLC 36000 FIVE MILE LIVONIA, MI	205 SOUTH ROSEVERE ST DEARBORN, MI	1,835.16 0.00	1,835.16 1,835.16
0000000127 068 99 0007 005 068 99 0007 005	SIDE	LIVONIA VENTURES LLC 36016 FIVE MILE LIVONIA, MI	28104 ORCHARD LAKE RD FARMINGTON HILLS, MI	2,211.71 0.00	2,211.71 2,211.71
0000000128 068 99 0007 004 068 99 0007 004	SIDE	P & R RICE PROPERTY MG 36100 FIVE MILE LIVONIA, MI	36100 5 MILE RD LIVONIA, MI	7,192.86 0.00	7,192.86 7,192.86
0000000129 068 99 0006 001 068 99 0006 001	SIDE	JAI GANESH, LLC 36180 FIVE MILE LIVONIA, MI	36180 5 MILE RD LIVONIA, MI	1,462.93 0.00	1,462.93 1,462.93

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0000000130 068 99 0003 002 068 99 0003 002	SIDE	FIVE-LEVAN PLACE LLC 36274 FIVE MILE LIVONIA, MI	35296 BANBURY LIVONIA, MI	1,525.39 0.00	1,525.39 1,525.39
0000000131 068 99 0002 001 068 99 0002 001	SIDE	5 MILE & LEVAN AMOCO L 36300 FIVE MILE LIVONIA, MI	12598 MICHIGAN AVE DEARBORN, MI	250.56 0.00	250.56 250.56
0000000132 067 01 0072 000 067 01 0072 000	SIDE	THOMAS JENNIFER 36520 KINGSBURY LIVONIA, MI	36520 KINGSBURY LIVONIA, MI	451.64 0.00	451.64 451.64
0000000133 072 02 0088 000 072 02 0088 000	SIDE	BOWRING RICARDO / REBE 37659 LADYWOOD LIVONIA, MI	37659 LADYWOOD LIVONIA, MI	1,589.76 0.00	1,589.76 1,589.76
0000000134 067 02 0080 000 067 02 0080 000	SIDE	MAKLED MOHAMED 15546 LIVERPOOL LIVONIA, MI	15546 LIVERPOOL LIVONIA, MI	227.00 0.00	227.00 227.00
0000000136 065 05 0125 000 065 05 0125 000	SIDE	MARZOUQ YOUSEF J / MAR 16568 PARKLANE LIVONIA, MI	16568 PARKLANE LIVONIA, MI	250.56 0.00	250.56 250.56
0000000137 066 02 0022 000 066 02 0022 000	SIDE	CHOSS HENRY 16697 RENWICK LIVONIA, MI	16697 RENWICK ST LIVONIA, MI	129.60 0.00	129.60 129.60
0000000138 066 02 0023 000 066 02 0023 000	SIDE	PARRATTO LARRY/VIRGINI 16725 RENWICK LIVONIA, MI	16725 RENWICK LIVONIA, MI	838.08 0.00	838.08 838.08
0000000139 065 02 0244 000 065 02 0244 000	SIDE	BATTJES WAYNE/JULIE 16815 RONNIE LIVONIA, MI	16815 RONNIE LN LIVONIA, MI	501.32 0.00	501.32 501.32
0000000140 067 02 0069 000 067 02 0069 000	SIDE	BOYNTON EDWARD/BARBARA 37137 SHERWOOD LIVONIA, MI	37137 SHERWOOD ST LIVONIA, MI	181.44 0.00	181.44 181.44
0000000141 067 02 0068 000 067 02 0068 000	SIDE	FLANAGAN NATALIE / DAR 37149 SHERWOOD LIVONIA, MI	37149 SHERWOOD LIVONIA, MI	236.08 0.00	236.08 236.08
0000000142 068 04 0169 000 068 04 0169 000	SIDE	LYNN/MARCIA SEBOLD 15561 WESTBROOK LIVONIA, MI	15561 WESTBROOK ST LIVONIA, MI	241.92 0.00	241.92 241.92
0000000144 065 02 0245 000 065 02 0245 000	SIDE	BEIDOUN JAMIL 35511 WOOD LIVONIA, MI	35511 WOOD LIVONIA, MI	726.40 0.00	726.40 726.40
0000000145 068 04 0185 000 068 04 0185 000	SIDE	PLYMALE SAMUEL / CHELS 15645 WOODSIDE LIVONIA, MI	15645 WOODSIDE LIVONIA, MI	1,130.16 0.00	1,130.16 1,130.16
0000000146 069 03 0226 000 069 03 0226 000	SIDE	MARK/ROSELYN JOHNSON 15799 BLUE SKIES LIVONIA, MI	15799 BLUE SKIES DR LIVONIA, MI	190.68 0.00	190.68 190.68
0000000147 072 03 0041 000 072 03 0041 000	SIDE	COLEMAN ROBERT S / MAR 15375 W BLUE SKIES LIVONIA, MI	15375 W BLUE SKIES LIVONIA, MI	633.52 0.00	633.52 633.52
0000000148 072 03 0042 000 072 03 0042 000	SIDE	ASMAN CAROL A 15383 W BLUE SKIES LIVONIA, MI	15383 BLUE SKIES LIVONIA, MI	562.96 0.00	562.96 562.96
0000000149 069 03 0273 000 069 03 0273 000	SIDE	WILLIAM A/KIMBERLY A W 37465 BRISTOL LIVONIA, MI	37465 BRISTOL CT LIVONIA, MI	1,448.04 0.00	1,448.04 1,448.04
0000000150 069 03 0183 000 069 03 0183 000	SIDE	MICHAEL & SUSAN MIKAIL 16304 HOUGHTON LIVONIA, MI	16304 HOUGHTON DR LIVONIA, MI	259.20 0.00	259.20 259.20
0000000151 071 01 0192 000 071 01 0192 000	SIDE	SANCRICCA VITTORIO / K 38764 KINGSBURY LIVONIA, MI	38764 KINGSBURY LIVONIA, MI	254.24 0.00	254.24 254.24

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0000000153 069 03 0247 000 069 03 0247 000	SIDE	DENNIS M PAULEY 37851 MUNGER LIVONIA, MI	37851 MUNGER DR LIVONIA, MI	1,421.28 0.00	1,421.28 1,421.28
0000000156 066 02 0042 000 066 02 0042 000	SIDE	LUBANSKI CHRISTINE A/L 36524 WHITCOMB LIVONIA, MI	36518 SHERWOOD ST LIVONIA, MI	236.08 0.00	236.08 236.08
0000000157 069 01 0064 000 069 01 0064 000	SIDE	ERICSON KARI KAE 37683 SUNNYDALE LIVONIA, MI	37683 SUNNYDALE LIVONIA, MI	481.24 0.00	481.24 481.24
0000000158 075 04 0513 000 075 04 0513 000	SIDE	STEINER KATHRYN REV LI 14357 BASSETT LIVONIA, MI	14357 BASSETT LIVONIA, MI	236.08 0.00	236.08 236.08
0000000159 073 02 0292 000 073 02 0292 000	SIDE	MARSHALL DANIEL T 37852 HOWELL LIVONIA, MI	37852 HOWELL LIVONIA, MI	207.36 0.00	207.36 207.36
0000000160 073 01 0155 000 073 01 0155 000	SIDE	JAMES / SHARON MERRILL 14545 RICHFIELD LIVONIA, MI	14545 RICHFIELD ST LIVONIA, MI	227.00 0.00	227.00 227.00
0000000161 073 01 0171 000 073 01 0171 000	SIDE	THADDEUS ZBIZEK 14758 RICHFIELD LIVONIA, MI	14758 RICHFIELD ST LIVONIA, MI	238.00 0.00	238.00 238.00
0000000162 073 02 0293 000 073 02 0293 000	SIDE	BENSCH PAUL/MARLENE - 15024 SUSANNA LIVONIA, MI	15024 SUSANNA ST LIVONIA, MI	1,193.40 0.00	1,193.40 1,193.40
0000000163 077 06 0207 000 077 06 0207 000	SIDE	KNISLEY THOMAS / NICOL 14812 GOLFFVIEW LIVONIA, MI	14812 GOLFFVIEW LIVONIA, MI	208.84 0.00	208.84 208.84
0000000165 077 09 0036 000 077 09 0036 000	SIDE	CANNON PATRICK T. 36066 PARKHURST LIVONIA, MI	36066 PARKHURST AVE LIVONIA, MI	1,053.28 0.00	1,053.28 1,053.28
0000000166 083 03 0141 000 083 03 0141 000	SIDE	GORDON KYLE D 35132 SCONE LIVONIA, MI	35132 SCONE ST LIVONIA, MI	217.92 0.00	217.92 217.92
0000000167 088 07 0581 000 088 07 0581 000	SIDE	DONALD/DENISE KAMINSKI 13959 BLACKBURN LIVONIA, MI	13959 BLACKBURN ST LIVONIA, MI	198.72 0.00	198.72 198.72
0000000168 088 07 0634 000 088 07 0634 000	SIDE	AGHOBJIAN MANUEIL / MA 14377 CRANSTON LIVONIA, MI	37652 BLOOMFIELD DR LIVONIA, MI	227.00 0.00	227.00 227.00
0000000169 086 02 0057 000 086 02 0057 000	SIDE	GAINES SCOTT/KIMBERLY 32955 LYNDON LIVONIA, MI	32955 LYNDON ST LIVONIA, MI	483.84 0.00	483.84 483.84
0000000170 086 02 0046 000 086 02 0046 000	SIDE	HEMPHILL RODNEY 33161 LYNDON LIVONIA, MI	33161 LYNDON LIVONIA, MI	227.00 0.00	227.00 227.00
0000000171 092 02 0044 000 092 02 0044 000	SIDE	HUYNH HUNG T/NGYEN DIE 30138 ACACIA LIVONIA, MI	30138 ACACIA ST LIVONIA, MI	274.32 0.00	274.32 274.32
0000000172 092 03 0032 002 092 03 0032 002	SIDE	DECOCKER DALE / CRYSTA 29601 JACQUELYN LIVONIA, MI	29601 JACQUELYN LIVONIA, MI	1,148.62 0.00	1,148.62 1,148.62
0000000173 092 03 0035 002 092 03 0035 002	SIDE	HILLMER MICHAEL 29645 JACQUELYN LIVONIA, MI	29645 JACQUELYN LIVONIA, MI	760.32 0.00	760.32 760.32
0000000174 092 03 0036 002 092 03 0036 002	SIDE	VEMA REAL ESTATE 1 LLC 29651 JACQUELYN LIVONIA, MI	1870 SPICEWAY TROY, MI	195.22 0.00	195.22 195.22
0000000175 092 03 0018 000 092 03 0018 000	SIDE	MC LUCKIE ALEXANDER R 29662 JACQUELYN LIVONIA, MI	29662 JACQUELYN DR LIVONIA, MI	463.08 0.00	463.08 463.08

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0000000176	SIDE	BOYNTON AARON/THERESA	29676 JACQUELYN DR	373.88	373.88
092 03 0016 002		29676 JACQUELYN	LIVONIA, MI	0.00	373.88
092 03 0016 002		LIVONIA, MI			
0000000177	SIDE	OLESUK KELLY A	29733 JACQUELYN DR	670.00	670.00
092 03 0039 002		29733 JACQUELYN	LIVONIA, MI	0.00	670.00
092 03 0039 002		LIVONIA, MI			
0000000178	SIDE	BOLOGNA ALFONSO	29747 JACQUELYN DR	240.62	240.62
092 03 0041 002		29747 JACQUELYN	LIVONIA, MI	0.00	240.62
092 03 0041 002		LIVONIA, MI			
0000000179	SIDE	PART CAROLINE/MAZZIE	29445 LORI ST	1,832.76	1,832.76
089 02 0111 000		29445 LORI	LIVONIA, MI	0.00	1,832.76
089 02 0111 000		LIVONIA, MI			
0000000180	SIDE	SROCK HEATHER K	29830 OAKVIEW	635.60	635.60
092 03 0046 000		29830 OAKVIEW	LIVONIA, MI	0.00	635.60
092 03 0046 000		LIVONIA, MI			
0000000181	SIDE	VISNAW MARK / NICOLE H	14145 BRENTWOOD	217.92	217.92
095 05 0064 000		14145 BRENTWOOD	LIVONIA, MI	0.00	217.92
095 05 0064 000		LIVONIA, MI			
0000000182	SIDE	MUSICK RACHEL / JEFFRE	27903 OAKLEY	432.00	432.00
093 04 0074 000		27903 OAKLEY	LIVONIA, MI	0.00	432.00
093 04 0074 000		LIVONIA, MI			
0000000183	SIDE	PHILLIP J / CHRISTINE	14114 RIGA ST	691.20	691.20
096 03 0012 000		14114 RIGA	LIVONIA, MI	0.00	691.20
096 03 0012 000		LIVONIA, MI			
0000000184	SIDE	PALMER JACLYN FAITH	14395 SUNBURY	849.08	849.08
095 02 0043 000		14395 SUNBURY	LIVONIA, MI	0.00	849.08
095 02 0043 000		LIVONIA, MI			
0000000185	SIDE	KROME CHARLES/GALLI AN	14947 SUNBURY ST	481.24	481.24
094 02 0086 000		14947 SUNBURY	LIVONIA, MI	0.00	481.24
094 02 0086 000		LIVONIA, MI			
0000000186	SIDE	SHEPLER EDWARD	37788 CHASE CT	966.32	966.32
120 04 0023 000		37788 CHASE	LIVONIA, MI	0.00	966.32
120 04 0023 000		LIVONIA, MI			
0000000187	SIDE	GINTER GLADYS	9146 ADAMS	1,779.84	1,779.84
123 03 0141 000		9146 ADAMS	LIVONIA, MI	0.00	1,779.84
123 03 0141 000		LIVONIA, MI			
0000000188	SIDE	GIDDINGS MELISSA	9194 BASSETT	227.00	227.00
123 02 0078 000		9194 E BASSETT	LIVONIA, MI	0.00	227.00
123 02 0078 000		LIVONIA, MI			
0000000189	SIDE	WILLIAMS RUTH ANN	9295 HIX	490.32	490.32
123 99 0015 000		9295 HIX	LIVONIA, MI	0.00	490.32
123 99 0015 000		LIVONIA, MI			
0000000190	SIDE	ANN SCHROEDER	9423 WESTWIND DR	3,249.53	3,249.53
124 03 0038 000		9423 WESTWIND	LIVONIA, MI	0.00	3,249.53
124 03 0038 000		LIVONIA, MI			
0000000192	SIDE	BLASZCZAK DAWN	30450 MINTON ST	198.72	198.72
139 02 0039 000		30450 MINTON	LIVONIA, MI	0.00	198.72
139 02 0039 000		LIVONIA, MI			
0000000193	SIDE	VADEHRA RAJKUMAR	30475 MINTON ST	853.52	853.52
139 02 0033 000		30475 MINTON	LIVONIA, MI	0.00	853.52
139 02 0033 000		LIVONIA, MI			
0000000194	SIDE	STUBBS SAGE / LAUREN C	30476 MINTON	354.12	354.12
139 02 0040 000		30476 MINTON	LIVONIA, MI	0.00	354.12
139 02 0040 000		LIVONIA, MI			
0000000195	SIDE	SUBRAMANIAN MALLIKA	30849 ORANGELAWN	886.00	886.00
138 03 0090 000		30849 ORANGELAWN	LIVONIA, MI	0.00	886.00
138 03 0090 000		LIVONIA, MI			
0000000196	SIDE	WILBERT DAVID R	30878 ORANGELAWN ST	648.00	648.00
138 03 0093 000		30878 ORANGELAWN	LIVONIA, MI	0.00	648.00
138 03 0093 000		LIVONIA, MI			

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0000000197 138 03 0081 000 138 03 0081 000	SIDE	FARRIS TIMOTHY CHARLES 30975 ORANGELAWN LIVONIA, MI	30975 ORANGELAWN ST LIVONIA, MI	227.00 0.00	227.00 227.00
0000000198 141 03 0039 000 141 03 0039 000	SIDE	DONALD SEPANSKI 28436 CLEVELAND LIVONIA, MI	28436 CLEVELAND ST LIVONIA, MI	250.56 0.00	250.56 250.56
0000000199 144 03 0089 000 144 03 0089 000	SIDE	THEISEN MICHAEL/COREEN 9048 GILLMAN LIVONIA, MI	9048 GILLMAN LIVONIA, MI	231.54 0.00	231.54 231.54
0000000202 002 02 0079 000 002 02 0079 000	SIDE	KORCH THOMAS J 20124 MAPLEWOOD LIVONIA, MI	20124 MAPLEWOOD LIVONIA, MI	440.64 0.00	440.64 440.64
0000000203 012 01 0133 000 012 01 0133 000	SIDE	CLIFTON MARY A 19358 HARDY LIVONIA, MI	19358 HARDY ST LIVONIA, MI	29.70 0.00	29.70 29.70
0000000204 025 03 0022 000 025 03 0022 000	SIDE	DUDEK MAGDA 18518 QUEENSBURY LIVONIA, MI	18518 QUEENSBURY LIVONIA, MI	1,447.88 0.00	1,447.88 1,447.88
0000000205 133 02 0471 000 133 02 0471 000	SIDE	BRENDER JOHN / CLAIRE 9909 BERWICK LIVONIA, MI	9909 BERWICK LIVONIA, MI	181.60 0.00	181.60 181.60
0000000206 137 01 0205 000 137 01 0205 000	SIDE	WARD JOSEPH / NANNETTE 9971 FREMONT LIVONIA, MI	9971 FREMONT LIVONIA, MI	864.00 0.00	864.00 864.00

Billing Items Summary		Item Amt.	Item Bal.
4"SW Totals	122 Billing Items	86,823.36	86,823.36
6"SW Totals	102 Billing Items	40,524.04	40,524.04
SAWCUT Totals	15 Billing Items	330.00	330.00
CITY Totals	101 Billing Items	0.00	0.00
8"SW Totals	16 Billing Items	23,658.80	23,658.80
R4-6"C Totals	2 Billing Items	105.60	105.60
H/O4" Totals	6 Billing Items	3,265.92	3,265.92
H/O6" Totals	5 Billing Items	1,743.36	1,743.36

TOTALS	188 Invoices	156,451.08 0.00	0.00	156,451.08 156,451.08
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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

March 23, 2023

Joe Rotondo Construction Corp.
38807 Ann Arbor Road, Ste. 2
Livonia, MI 48150

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland, MI 49424

To whom it may concern:

The Council of the City of Livonia, at a Regular Meeting held February 27, 2023, adopted the following resolution:

#071-23 RESOLVED, that having considered a communication from the City Engineer, dated February 2, 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 authorize and accept the quote of Joe Rotondo Construction Corp., 38807 Ann Arbor Road, Suite 2, Livonia, Michigan 48150, for completing all work required in connection with the 2023 Sidewalk Repair Program (Contract 23-G) by extending their Contract 22-G unit prices for Contract 23-G, with the exception of revised unit prices for bid items 1, 2, 3, 4, 5, 8, 9, 11, 20 and 23 (concrete sidewalk of various thickness of 4, 6 or 8-inches, along with 7-inch road pavement, removal and replacement of concrete curb and gutter, placement of 6-inch ADA ramps consisting of 4' x 2' or 5' x 2' inserts), removal of 4" – 6" sidewalk or approach, placement of 4" – 6" concrete sidewalk with integral curb and adjustment of sanitary structure) and agreed upon Inspector Days of 110 based upon the Engineering Division's estimate of units involved and subject to a final payment based upon the actual units completed in accordance with the unit prices accepted herein, for a total amount not to exceed \$990,113.92, which includes a 10% Administrative Fee (\$88,646.72), the Contract amount of \$886,467.20, and the saw cutting portion of the project (\$15,000.00), which will be handled by and paid to Precision Concrete, Inc., as set forth below; FURTHER, such action is taken without competitive bidding for the reasons that A) concrete material prices have risen rapidly and this bid largely protects the City from such increases; B) information from other communities' bidding procedures indicates that these prices are favorable for the City, and C) the Rotondo firm is a local contractor and has completed concrete repairs for the City of Livonia over the past several years, including the Sidewalk Programs from 2006 through 2011 and 2013 through 2022, such that there are ample reasons to waive competitive bidding under Code of Ordinances Section 3.04.140E3; FURTHER, the Council does hereby authorize a payment in an amount not to exceed \$15,000.00 to Precision Concrete Inc., 1896 Goldeneye Drive, Holland,

Michigan 49424 for the saw cutting portion of the contract; FURTHER, the Council does hereby authorize an advance in the amount of \$164,798.26 (single lot assessments portion of the program) from the Road, Sidewalk and Tree Fund, provided that this fund be reimbursed from that portion of the project which is to be financed by special assessment at such time as funds are subsequently received from the payment of bills and assessments by affected property owners; FURTHER, the Council does hereby authorize an expenditure in the amount of \$9,842.00 from funds budgeted in Account No. 202-451-977-010 (Major Road – Distributed Sidewalk Cost) and \$119,704.25 from funds budgeted in Account No. 203-451-977-010 (Local Road- Distributed Sidewalk Cost) to cover the costs related to the construction or reconstruction of handicap ramps at major and local roads; FURTHER, the Council does hereby authorize an expenditure in the amount of \$18,803.30 from the Unexpended Fund Balance of the Water and Sewer Fund for sidewalk work adjacent to and including water and sewer structure repairs; FURTHER, the Council does hereby authorize an expenditure in the amount of \$450,000.00 to repair sidewalks heaved by tree roots from funds budgeted in the Road, Sidewalk and Tree Fund (Account No. 204-441-977-010 Distributed Sidewalk Cost) for the 2023 Sidewalk Repairs; FURTHER, the Council does hereby authorize an additional appropriation and expenditure in the amount of \$211,966.11 from Account No: 204-463-974-200 (Non-Motorized Path) for this purpose; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized to execute a contract for and on behalf of the City of Livonia 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: Engineering

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

15.REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Livonia Center, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located at 30090 & 30010 Plymouth Road in the Southeast 1/4 of Section 26.

Councilmember McCullough offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

15.

Engineering
November 9, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO ACCEPT STORM WATER FACILITIES MAINTENANCE AGREEMENT: Engineering Division, re: from Livonia Center, LLC, in conjunction with the construction of a storm drain system that provides adequate drainage for property located at 30090 & 30010 Plymouth Road in the Southeast 1/4 of Section 26.

BACKGROUND DETAILS

In conjunction with the development of the property located at 30090 and 30100 Plymouth Road in the Southeast ¼ of Section 26, 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, Livonia Centers, LLC, 8351 N. Wayne Road, Westland, Michigan 48185 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 Livonia Centers located at 30090 and 30100 Plymouth Road in the S.E. ¼ of Section 26.
- 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)

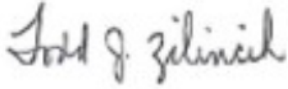
The Engineering Division has approved the storm sewer plans and respectfully recommends that the City Council take the actions:

- Accept the Storm Water Management System (SWMS) for the Livonia Centers located at 30090 and 30100 Plymouth Road in the S.E. ¼ of Section 26.
- Authorize the Mayor and the City Clerk to execute the Storm Water Facilities Maintenance Agreement on behalf of the City.

ATTACHMENTS

1. Signed Livonia Centers Storm Water Agreement

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: November 14, 2023



Don Rohraff, Director of Public Works

Date: November 14, 2023



Paul Bernier, City Attorney

Date: November 14, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023

STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Livonia, a municipal corporation, with principal offices located at 33000 Civic Center Drive, Livonia, Michigan 48154, hereafter "City" and

Livonia Centers, LLC

a Michigan limited liability company with principal offices located at 8351 N. Wayne Road, Westland, Michigan 48185 hereafter "Proprietor".

RECITALS

1. The Proprietor has developed certain property located in the City of Livonia, Wayne County, Michigan, as Livonia Centers, 30090 & 30100 Plymouth Road, Livonia, Michigan 48150 ("Development") as more particularly described in Exhibit "A" attached hereto.
2. The Proprietor constructed a storm drainage system that provides adequate drainage to the Development.
3. Such storm drainage system encompasses or impacts storm runoff from the Development.
4. The City has issued a permit ("Permit") authorizing the construction, operation and maintenance of the storm drainage system which is located within the Development and/or the City of right-of-way and/or drain, on or adjacent to the Development described in the Permit as Exhibit "A" attached hereto and incorporated herein by reference.
5. The Permit signed by the City benefits the Proprietor and the Development.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the City and the Proprietor agree as follows:

1. The Proprietor shall assume the obligations of the City under the Permit, as follows:
 - a. The Proprietor agrees that Proprietor will maintain, at Proprietor's own expense, the storm drainage system which is located within the Development and/or the City of Livonia's right-of-way and/or drain, and on or adjacent to the Development described in the Permit as Exhibit "A" attached hereto and incorporated herein by reference. In the event the Proprietor fails to maintain the storm drainage system as herein agreed and after the City has notified Proprietor in writing of such failure, the City may enter upon said premises for the purposes of maintaining said storm drainage system, in which event the Proprietor agrees to pay the City all reasonable charges and

expenses incurred thereon. The City will provide sufficient written notice prior to performing any work for which the Proprietor will be charged.

- b. In the event of any failure or settlement in the Development, resulting from said storm drainage system, the City shall take immediate steps, after providing notice to the Proprietor, to correct the situation so that the public health, safety and welfare shall not be endangered nor the road improvement damaged. All reasonable expenses to perform the foregoing, including engineering will be remitted by the Proprietor to the City.
 - c. If it is found necessary to repair all or any portion of said storm drainage system within the Development because of work initiated by Proprietor, the City shall cause such repair to be accomplished, after providing notice to the Proprietor, and all reasonable expenses to perform the foregoing, including engineering, will be remitted by the Proprietor to the City. Prior to any work being performed in a City of Livonia road right-of-way, a separate permit shall be secured from the Engineering Department.
- 2. Without limitation of the foregoing, Proprietor, its successors and assigns, at its sole cost and expense shall perform maintenance of the storm water facilities described in the City of Livonia's Storm Water Management and Long Term Maintenance Plan as Exhibit "B" attached hereto and incorporated herein by reference.
- 3. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the City harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omission in such regard) of the storm drainage system referred to in the permit 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.

Livonia Centers, LLC
a Michigan limited liability company

By: [Signature]
Fouad Dabaja
Its: Member

STATE OF MI)
) ss.
COUNTY OF Wayne)

On this 8th day of November 2023 before me personally appeared Fouad Dabaja to me personally known, who being by me sworn, did for themselves say that they are the Member of Livonia Centers, LLC which executed the within instrument, and the said instrument was signed and sealed on behalf of said limited liability company and acknowledged said instrument to be the free act and deed of said limited liability company.

NADA GHAI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires March 25, 2029
Acting in the County of Wayne

[Signature]
Notary Public

County of Wayne
My Commission Expires On: 3-25-29

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.

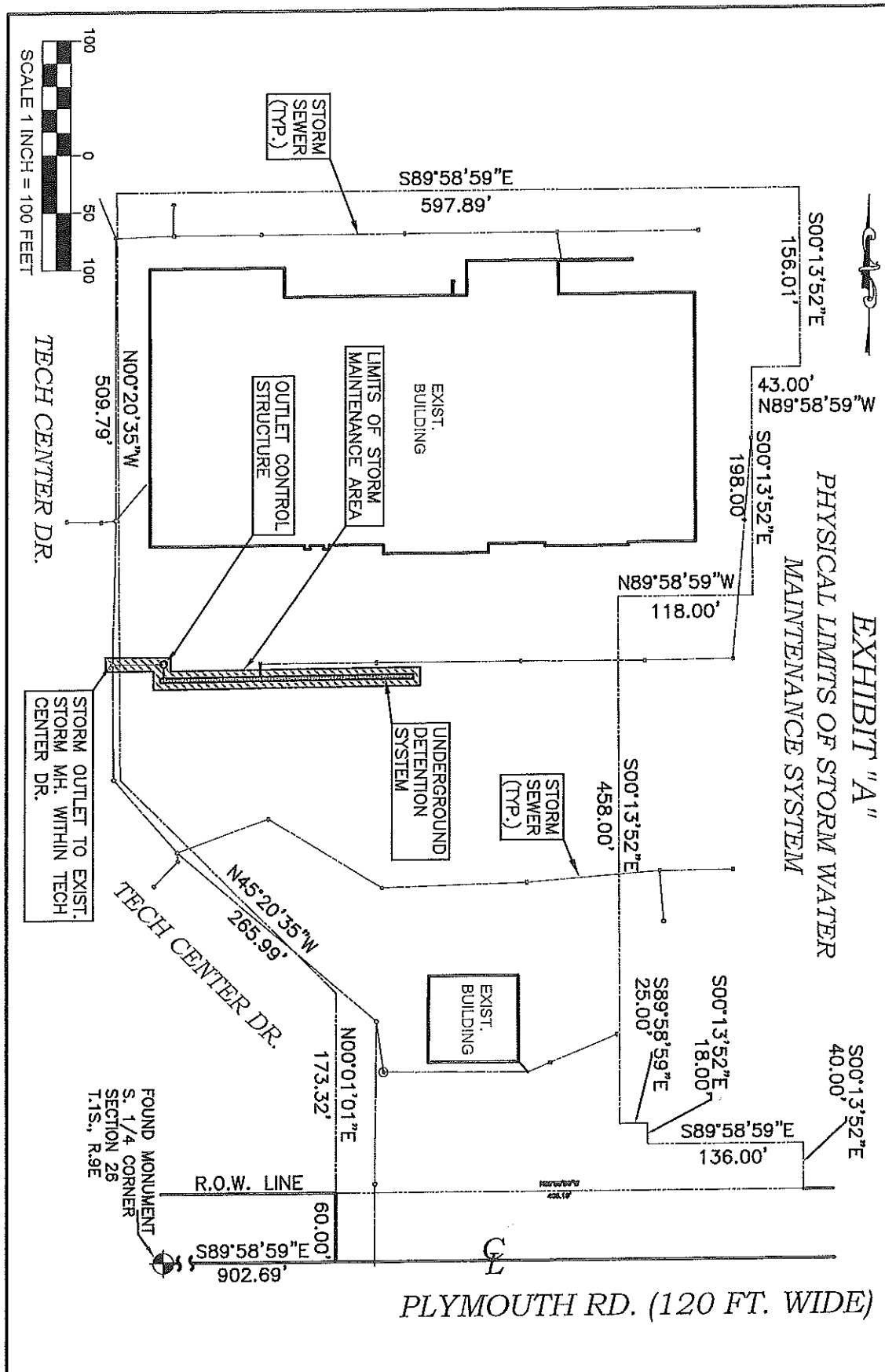
Notary Public

_____ 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
33000 Civic Center Drive
Livonia, MI 48154
Attn: City Clerk

Engineering:M:Storm Water Facilities: Agreement



Landwise Inc. Civil Engineers · Land Surveyors P.O. Box 1952, Dearborn, MI 48121 Tel: 248-257-5700, Fax: 248-257-5555 email: info@landwiseinc.com	DEVELOPMENT: LIVONIA CENTERS, LLC 30090 & 30100 PLYMOUTH RD. LIVONIA, WAYNE COUNTY, MI DEVELOPER: MR. FOUD DABAJA / LIVONIA CENTERS, LLC 8351 N. WAYNE RD. WESTLAND, MI 48185	DATE: 10/24/2023 FILE NO. 17-107CP01.dwg SHEET 1 OF 2
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EXHIBIT "A"
**PHYSICAL LIMITS OF STORM WATER
MAINTENANCE SYSTEM**

PARCEL DESCRIPTION:

(PER CLIENT)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWN 1 SOUTH, RANGE 9 EAST, CITY OF LIVONIA, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT S89°58'59"E, 902.69 FEET AND N00°01'01"E, 60.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26, SAID POINT BEING ON THE NORTH LINE OF PLYMOUTH RD (120 FEET WIDE) AND PROCEEDING THENCE N00°01'01"E, 173.32 FEET; THENCE N45°20'35"W, 265.99 FEET; THENCE N00°20'35"W, 509.79 FEET; THENCE S89°58'59"E, 597.89 FEET; THENCE S00°13'52"E, 156.01 FEET; THENCE N89°58'59"W, 43.00 FEET; THENCE S00°13'52"E, 198.00 FEET; THENCE N89°58'59"W, 118.00 FEET; THENCE S00°13'52"E, 458.00 FEET; THENCE S89°58'59"E, 25.00 FEET; THENCE S00°13'52"E, 18.00 FEET; THENCE S89°58'59"E, 136.00 FEET; THENCE S00°13'52"E, 40.00 FEET; THENCE N89°58'59"W, 409.19 FEET TO THE POINT OF BEGINNING, CONTAINING 8.83 ACRES MORE OR LESS

Landwise Inc.
Civil Engineers • Land Surveyors

P.O. Box 1952, Dearborn, MI 48121
Tel: 248-257-5700, Fax: 248-257-5555
email: info@landwiseinc.com

DEVELOPMENT:

LIVONIA CENTERS, LLC
30090 & 30100 PLYMOUTH RD.
LIVONIA, WAYNE COUNTY, MI

DEVELOPER:

MR. FOUAD DABAJA / LIVONIA CENTERS, LLC
8351 N. WAYNE RD.
WESTLAND, MI 48185

DATE: 10/24/2023

FILE NO.
17-107CP01.dwg

SHEET 2 OF 2

EXHIBIT "B" **STORM WATER MANAGEMENT SYSTEM LONG TERM MAINTENANCE PLAN**

TABLE 1
SWMS LONG TERM MAINTENANCE SCHEDULE

MAINTENANCE ACTIVITY	SYSTEM COMPONENT					FREQUENCY
	STORM COLLECTION SYSTEM (SEWERS, SWALES, CATCH BASINS, MANHOLES)	MANUFACTURED TREATMENT SYSTEM	UNDERGROUND DETENTION SYSTEM	FLOW RESTRICTOR STRUCTURE & OUTLET PIPE	PAVEMENT AREAS	
MONITORING / INSPECTION:						
INSPECTION FOR SEDIMENT ACCUMULATION / CLOGGING	X	X	X	X	X	ANNUALLY
INSPECTION FOR FLOATABLES, DEAD VEGETATION & DEBRIS	X	X	X	X	X	ANNUALLY & AFTER MAJOR EVENTS
INSPECTION FOR EROSION AND INTEGRITY OF SYSTEM	X			X		ANNUALLY & AFTER MAJOR EVENTS
INSPECT ALL COMPONENTS DURING WET WEATHER & COMPARE TO AS-BUILT PLANS	X	X	X	X	X	ANNUALLY
ENSURE MAINTENANCE ACCESS REMAIN OPEN / CLEAR	X	X	X	X	X	ANNUALLY
PREVENTATIVE MAINTENANCE:						
REMOVE ACCUMULATED SEDIMENTS	X	X	X	X	X	AS NEEDED (SEE NOTE BELOW)
REMOVE FLOATABLES, DEAD VEGETATION & DEBRIS	X			X		AS NEEDED
SWEEPING OF PAVED SURFACES				X		AS NEEDED
REMEDIATION ACTIONS:						
REPAIR / STABILIZE AREAS OF EROSION	X			X		AS NEEDED
REPLACE DEAD PLANTINGS & RESEED BARE AREAS	X					AS NEEDED
STRUCTURAL REPAIRS	X	X	X	X	X	AS NEEDED
MAKE ADJUSTMENTS / REPAIRS TO ENSURE PROPER FUNCTIONING	X	X	X	X	X	AS NEEDED

NOTE:
 MANUFACTURED TREATMENT SYSTEM AND UNDERGROUND DETENTION SYSTEM TO BE CLEANED ACCORDING TO THE MANUFACTURERS RECOMMENDATIONS, AT A MINIMUM, WHENEVER SEDIMENTS ACCUMULATE TO A DEPTH OF 6-12 INCHES, OR IF SEDIMENT RESUSPENSION IS OBSERVED

A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM
 THE STORM WATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN (PLAN) IS DEPICTED ON EXHIBIT A TO THE PERMIT AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, SWALES, CATCH BASINS, MANHOLES, INLETS, MANUFACTURED TREATMENT SYSTEM, UNDERGROUND DETENTION SYSTEM, FLOW RESTRICTOR STRUCTURE AND OUTLET PIPE THAT CONVEYS FLOW FROM THE UNDERGROUND DETENTION SYSTEM TO AN EXISTING STORM MANHOLE WITHIN THE RIGHT-OF-WAY OF TECH CENTER DR. FOR THE PURPOSES OF THIS PLAN, THIS SWMS AND ALL OF ITS COMPONENTS AS SHOWN IN EXHIBIT A IS REFERRED TO AS "LIVONIA CENTERS SWMS".

B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY
 LIVONIA CENTERS, LLC IS RESPONSIBLE FOR MAINTAINING THE LIVONIA CENTERS SWMS INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE LOCAL OR WAYNE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM UNTIL WAYNE COUNTY RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE RESPONSIBILITY FOR THE LIVONIA CENTERS SWMS COMMENCES WHEN DEFINED BY THE MAINTENANCE PERMIT ISSUED BY THE COUNTY. LONG-TERM MAINTENANCE CONTINUES IN PERPETUITY.

C. MANNER OF INSURING MAINTENANCE RESPONSIBILITY
 CITY OF LIVONIA HAS ASSUMED RESPONSIBILITY FOR LONG-TERM MAINTENANCE OF LIVONIA CENTERS SWMS. THE RESOLUTION BY WHICH CITY OF LIVONIA HAS ASSUMED MAINTENANCE RESPONSIBILITY IS ATTACHED TO THE PERMIT AS EXHIBIT C. LIVONIA CENTERS, LLC, THROUGH A MAINTENANCE AGREEMENT WITH THE CITY OF LIVONIA, HAS AGREED TO PERFORM THE MAINTENANCE ACTIVITIES REQUIRED BY THIS PLAN. CITY OF LIVONIA RETAINS THE RIGHT TO ENTER THE PROPERTY AND PERFORM THE NECESSARY MAINTENANCE OF THE LIVONIA CENTERS SWMS IF LIVONIA CENTERS, LLC FAILS TO PERFORM THE REQUIRED MAINTENANCE ACTIVITIES.

TO ENSURE THAT THE LIVONIA CENTERS SWMS IS MAINTAINED IN PERPETUITY, THE MAP OF THE PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM (EXHIBIT A), THIS PLAN (EXHIBIT B), THE RESOLUTION ATTACHED AS EXHIBIT C, AND THE MAINTENANCE AGREEMENT BETWEEN THE CITY OF LIVONIA AND THE PROPERTY OWNER WILL BE RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS. UPON RECORDING, A COPY OF THE RECORDED DOCUMENTS WILL BE PROVIDED TO THE COUNTY.

D. LONG-TERM MAINTENANCE PLAN AND SCHEDULE
 TABLE 1 IDENTIFIES THE MAINTENANCE ACTIVITIES TO BE PERFORMED, ORGANIZED BY CATEGORY (MONITORING/INSPECTIONS, PREVENTATIVE MAINTENANCE, AND REMEDIAL ACTIONS). TABLE 1 ALSO IDENTIFIES SITE-SPECIFIC WORK NEEDED TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED.

Landwise Inc.
 Civil Engineers . Land Surveyors

P.O. Box 1952, Dearborn, MI 48121
 Tel: 248-257-5700, Fax: 248-257-5555
 email: info@landwiseinc.com

DEVELOPMENT:
 LIVONIA CENTERS, LLC
 30090 & 30100 PLYMOUTH RD.
 LIVONIA, WAYNE COUNTY, MI

DEVELOPER:
 MR. FOUDAD DABAJA / LIVONIA CENTERS, LLC
 8351 N. WAYNE RD.
 WESTLAND, MI 48185

DATE: 10/24/2023

FILE NO.
 17-107CP01.dwg

SHEET 1 OF 1

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

16. REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Inkster Road from Schoolcraft Road to Five Mile Road with the proposed City's participation to be estimated at 4.5375%, in the amount of \$108,174. Wayne County Work Order No. 47159.

Councilmember McCullough offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

16.

Engineering
November 14, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER COUNTY OF WAYNE AND THE CITY OF LIVONIA: Engineering Division, re: for the improvement of Inkster Road from Schoolcraft Road to Five Mile Road with the proposed City's participation to be estimated at 4.5375%, in the amount of \$108,174. Wayne County Work Order No. 47159.

BACKGROUND DETAILS

The Engineering Division is in receipt of an Intergovernmental Agreement (IGA) dated November 10, 2023 between Wayne County and the City of Livonia for the improvement of Inkster Road from Schoolcraft Road to Five Mile Road. The total construction cost for this project is estimated at \$2,740,445 with the City of Livonia participation estimated at \$108,174. The following is the construction cost breakdown participation percentage: 81.85% Federal, 13.6125% Wayne County and 4.5375% for the City of Livonia. Wayne County is providing Construction Engineering (CE) for this project.

This project includes hot mix asphalt cold milling and resurfacing work along Inkster Road from Schoolcraft Road to Five Mile Road; including concrete pavement repair, concrete sidewalk ramp, permanent signing and pavement marking work; and all together necessary related work. The preliminary engineering and construction engineering for this project was paid for by Federal and County funds. Construction is scheduled to be completed in late November.

The proposed agreement has been reviewed by the Engineering Division and has been reviewed as to form by the Department of Law. Based on the above information, we respectfully recommend that the City Council proceed as follows:

- Authorize the Mayor and the City Clerk to execute this agreement for and on behalf of the City of Livonia.
- Authorize an expenditure of \$108,174 from funds budgeted for 2023 in Account #202-463-818-125 (Major Street Fund – City Participation in MDOT and County Projects).
- Authorize the City Engineer to approve minor adjustments to the work, as required.

Please note that Wayne County has also requested a deposit check in the amount of \$54,087 as a Working Capital Advance.

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

The proposed agreement has been reviewed by the Engineering Division and has been reviewed as to form by the Department of Law. Based on the above information, we respectfully recommend that the City Council proceed as follows:

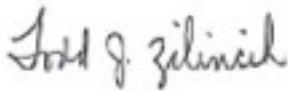
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- Authorize an expenditure of \$108,174 from funds budgeted for 2023 in Account #202-463-818-125 (Major Street Fund – City Participation in MDOT and County Projects).
- Authorize the City Engineer to approve minor adjustments to the work, as required.

Please note that Wayne County has also requested a deposit check in the amount of \$54,087 as a Working Capital Advance.

ATTACHMENTS

1. FINAL IGA County and City of Livonia (Inkster Rd from Schoolcraft to Five Mile Rd) WO 47159

APPROVED BY



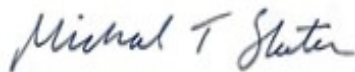
Todd Zilincik, P.E., City Engineer

Date: November 15, 2023



Don Rohraff, Director of Public Works

Date: November 15, 2023



Michael Slater, Finance Director

Date: November 15, 2023



Date: November 15, 2023

Paul Bernier, City Attorney

A handwritten signature in cursive script, reading "Maureen Miller Brosnan".

Maureen Miller Brosnan, Mayor

Date: November 17, 2023

INTERGOVERNMENTAL AGREEMENT

between

THE COUNTY OF WAYNE

and

THE CITY OF LIVONIA

for

**Improvements to Inkster Road
from Schoolcraft Road to Five Mile Road**

Wayne County Work Order No. 47159

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INTRODUCTION

THIS AGREEMENT, is made between the County of Wayne, Michigan, a body corporate and Charter county (hereinafter referred to as the “COUNTY”) and the City of Livonia, Michigan, a municipal corporation (hereafter referred to as the “CITY”).

This Agreement is made for the purpose of fixing the rights and obligations of the parties with respect to the following road improvements on Inkster Road, which is a COUNTY road located in the CITY (hereinafter referred to as the “Project”):

PROJECT DESCRIPTION

Hot mix asphalt cold milling and resurfacing work along Inkster Road from Schoolcraft Road to Five Mile Road including concrete pavement repair, concrete sidewalk ramp, permanent signing and pavement marking work; and all together with necessary related work.

WHEREAS, Inkster Road is under the jurisdiction and control of the COUNTY, and is located partially within the CITY and partially within Redford Township; and

WHEREAS, Act 51 of the Public Acts of 1951, as amended, authorizes counties to enter into contracts to perform work on any highway, road, or street within the limits of a county or adjacent thereto, and provides for the joint participation in the cost thereof; and

WHEREAS, the Project will significantly enhance the road system for the citizens of the COUNTY and the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the Project and desire to set forth this understanding in the form of a written Agreement.

NOW THEREFORE, in consideration of the mutual understandings of the parties and in conformity with applicable law, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 **AGREEMENT** – The written contract between COUNTY and the CITY regarding the Project.
- 1.2 **AS-BUILTS (AS-BUILT DRAWINGS)** – Reproducible Project construction drawings revised to show significant changes made during the construction process; usually based on marked-up prints, drawings and other data.
- 1.3 **BID** – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Project.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a Bid for the Project.
- 1.5 **BIDDING DOCUMENTS** – The advertisement and invitation to Bid, including approved plans, specifications, addendum, and other documents issued on which the Bid is based.
- 1.6 **BONDS** – Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor.
- 1.7 **CHANGE ORDER** – The written order of the COUNTY, or its duly authorized representative, for changes in or extras to a contract.
- 1.8 **CONSTRUCTION ENGINEERING** – All services necessary to adequately assure that the Project is being constructed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, contract administration, construction staking, construction inspection and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for the overhead, fringes and benefits.
- 1.9 **CONSTRUCTION WORK** – All work performed to construct the Project in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Work is to be performed by the responsive qualified low Bidder together with approved subcontractors, COUNTY forces, and/or the third parties that have a relevant interest in the Project.

Costs include, but are not limited to, unit prices extended for actual quantities completed, lump sum work, force account work that includes, but is not limited to, direct labor, equipment, materials plus current COUNTY charges for costs directly associated with the Project construction.

- 1.10 ENGINEER – The Director of Engineering/County Highway Engineer for Wayne County or his duly appointed representative who is responsible for engineering supervision of preliminary engineering, construction engineering and/or quality control testing aspects of the Project.
- 1.11 PRELIMINARY ENGINEERING – All services necessary to adequately prepare plans and specifications for the Project, together with any changes, extras, amendments, addendum, and/or bulletins. Preliminary Engineering services may include, but are not limited to, surveys, soil investigations, design, drafting, reviews, permits, and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials plus current COUNTY charges for overhead, fringes and benefits.
- 1.12 PROJECT COSTS – See Article 2.
- 1.13 QUALITY CONTROL TESTING – All services necessary to adequately assure that the Project materials are being supplied and/or installed in substantial conformance with the as Bid plans and specifications, together with any changes, extras, amendments, addendum, and/or bulletins. Services include, but are not limited to, sampling onsite, sampling at the source, onsite testing, laboratory testing and/or consultant services. Costs include, but are not limited to, direct labor, equipment, and materials together with the current appropriate COUNTY charges for overhead, fringes and benefits.
- 1.14 WORKING CAPITAL ADVANCE – A non-interest bearing deposit by the CITY with the COUNTY, which will be used by the COUNTY for Project Costs.

ARTICLE 2 PROJECT COSTS

2.1 As herein used, the term “Project Costs”, shall include, but not be limited to, the cost of the Construction Work, Construction Engineering, Quality Control Testing, and/or other miscellaneous work together with any costs associated with changes, Change Orders, extras, amendments, addenda, and/or bulletins.

2.2 The parties acknowledge that the construction Bids are subject to Change Orders.

ARTICLE 3 TERM OF CONTRACT

3.1 The effective date of this Agreement is upon approval of the Wayne County Commission and shall terminate on September 30, 2028 at 11:59 p.m.

ARTICLE 4 CITY'S RESPONSIBILITIES

4.1 The CITY will provide all information for their utilities (i.e. As-Builts) and perform exposures of those utilities at their cost when required by the Engineer.

4.2 The CITY will be solely responsible for the removal and relocation, as required for the Project, of any of its municipal utilities located within the roadway right-of-way throughout the limits of the Project and shall cause such removal and relocation immediately upon notification by the COUNTY.

ARTICLE 5 WAYNE COUNTY'S RESPONSIBILITIES

5.1 The COUNTY shall perform all Preliminary Engineering.

5.2 The COUNTY shall arrange for the contract bidding, award of the contract and administer the contract.

5.3 The COUNTY shall perform all Construction Engineering.

5.4 The COUNTY shall perform the Quality Control Testing of all materials to be incorporated into the Project.

5.5 The COUNTY shall appoint an Engineer for the Construction Work for the Project.

5.6 The COUNTY shall keep accurate records and accounts of the Project Costs that shall be accessible for inspection and audit by a representative of the CITY.

ARTICLE 6 COST SHARING

6.1 The parties hereto acknowledge that the current estimated Project Costs are Two Million Seven Hundred Forty Thousand Four Hundred Forty-Five Dollars (\$2,740,445), the current estimated Construction Work costs are \$2,384,000 and the current estimated Construction Engineering and Quality Control Testing costs are \$356,445, as set forth in **Exhibit A**, which is based on estimated Project Costs.

6.2 The parties hereto acknowledge that Project Costs will be partially funded by federal aid up to 81.85% and that the balance of the Project Costs will be funded by the local share of 18.15%.

6.3 The COUNTY shall pay: 1) 75% of the local share of Construction Work cost; 2) 100% of the local share of Construction Engineering and Quality Control Testing cost up to 15% of the total Project Costs, and for that portion of the local share that exceeds 15% of the total Project Costs the COUNTY shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.4 The CITY shall pay: 1) 25% of the local share of Construction Work cost; 2) 0% of the local share of Construction Engineering and Quality Control Testing cost, and for that

portion of the local share that exceeds 15% of the total Project Costs the CITY shall pay 50% of the excess local share of any Construction Engineering and Quality Control Testing.

6.5 The parties hereto acknowledge that the Bid for the construction costs may exceed the estimated project construction costs as set forth in this Agreement, and the parties hereto agree to pay their respective portions of the actual Project Costs.

6.6 The parties hereto acknowledge that during construction Change Orders may be issued which will affect the final costs. The parties hereto agree to accept the judgment of the Engineer as final.

ARTICLE 7 PAYMENT TERMS

7.1 Upon execution of this Agreement by the CITY, the CITY shall provide a Working Capital Advance payment to the COUNTY in the amount of \$54,087, 50% of the CITY'S participation (as found in **Exhibit A** to this Agreement) in the total Project Cost.

7.2 The CITY shall make payment of the invoice(s) within thirty (30) days of receipt of the invoice(s).

7.3 The final project costs will be used to adjust the monetary value of the CITY's actual share of the Project Costs for the Project.

ARTICLE 8 WAIVER

8.1 The Parties agree that no provision in this Agreement constitutes or acts as a waiver of any governmental immunity the COUNTY, its agencies, officers, employees, agents or elected

officials enjoy under applicable statutory or common law.

ARTICLE 9 FORCE MAJEURE

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

ARTICLE 10 HOLD HARMLESS

10.1 Each party to this Agreement shall remain responsible for any claims arising out of its own acts and/or omissions during the performance of this Agreement, as provided by law.

10.2 This Agreement is not intended to increase either party's liability for, or immunity from, tort claims.

10.3 This Agreement is not intended nor shall it be interpreted as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

ARTICLE 11 NOTICE

11.1 Notification regarding anything in connection with this Agreement shall be sent in writing via first class mail to:

For the COUNTY:

Director of Engineering/County Highway Engineer
Wayne County Department of Public Services
400 Monroe Street, 3rd Floor
Detroit, MI 48226

For the CITY:

Maureen Miller Brosnan, Mayor
33000 Civic Center Drive
Livonia, MI 48154

ARTICLE 12 TERMINATION

12.1 The COUNTY may terminate this Agreement without cause at any time, without incurring any liability.

12.2 The CITY may terminate this Agreement without cause at any time, without incurring any liability not set forth in this Article 12, by giving written notice to the COUNTY of the termination. The notice must specify the effective date of termination at least 30 days prior to its occurrence, and this Agreement will terminate as if the date specified were the date originally given for the expiration of this Agreement. Termination of this Agreement by the CITY will not relieve the CITY of its share of the Project Costs incurred up to the date of termination of the Agreement.

12.3 Regardless of the cause for the termination of this Agreement, each party will assist the other in the orderly termination of this Agreement and will participate, in good faith, in all

transfers connected with termination, whether of tangibles or intangibles, as will be necessary for the unimpeded continuation of each party's business.

ARTICLE 13 BINDING EFFECT/INTEGRATION

13.1 This Agreement, including the Exhibits hereto embodies the entire Agreement and understanding among the parties hereto and supersedes all prior agreements and understandings related to the subject matter thereof. No rights or remedies are or will be acquired by either party, orally, through implication or otherwise, unless set forth herein.

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

13.3 This Agreement is effective only upon approval of the Charter County of Wayne and the CITY as evidenced by the attached Resolutions adopted by the Livonia City Council and the Wayne County Commission, and fully executed by all parties including the Wayne County Chief Executive Officer.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written below.

SIGNED IN THE PRESENCE OF:

FOR COUNTY OF WAYNE

By: _____
Warren C. Evans
Its: Chief Executive Officer
Date: _____

FOR THE CITY OF LIVONIA

By: _____
Maureen Miller Brosnan
Its: Mayor
Date: _____

APPROVED AS TO FORM:
By: _____/s/Licia Yangouyian
DEPT OF CORPORATION COUNSEL
(7/7/23)

7/6/2023

EXHIBIT A
Inkster / Schoolcraft - Five Mile

Participation In Estimated CONSTRUCTION WORK

Total Estimated CONSTRUCTION WORK Cost	2,384,000
Estimated Federal Aid	<u>1,945,002</u>
LOCAL SHARE (After Federal Aid)	438,998
LOCAL COMMUNITY Participation	
City of Livonia	108,174
COUNTY Participation	330,824

**Participation In Estimated CONSTRUCTION
ENGINEERING and QUALITY CONTROL TESTING**

Total Estimated CONSTRUCTION ENGINEERING and QUALITY CONTROL TESTING Cost	356,445
Estimated Federal Aid	<u>291,750</u>
LOCAL SHARE (After Federal Aid)	64,695
LOCAL COMMUNITY Participation	
City of Livonia	0
COUNTY Participation	64,695

SUMMARY OF COST PARTICIPATION

GRAND TOTAL ESTIMATED PROJECT COST	2,740,445
Estimated Federal Aid	<u>2,236,751</u>
LOCAL SHARE (After Federal Aid)	503,694
LOCAL COMMUNITY Participation	
City of Livonia	108,174
COUNTY Participation	395,520

WORKING CAPITAL ADVANCE

City of Livonia	54,087
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**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

17.REQUEST TO AMEND THE CONTRACT WITH OHM ADVISORS (OHM) FOR DESIGN ENGINEERING SERVICES FOR THE 2024 TRAFFIC SIGNAL MODERNIZATION PROJECTS AT THE INTERSECTIONS OF LYNDON AVENUE AND NEWBURGH ROAD AND AT LEVAN ROAD AND FIVE MILE ROAD: Engineering Division, re: same (CR 336-21)

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

Councilmember Bahr offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

17.

Engineering
November 17, 2023

MEETING DATE

Study Meeting of December 4,
2023

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO AMEND THE CONTRACT WITH OHM ADVISORS (OHM) FOR DESIGN ENGINEERING SERVICES FOR THE 2024 TRAFFIC SIGNAL MODERNIZATION PROJECTS AT THE INTERSECTIONS OF LYNDON AVENUE AND NEWBURGH ROAD AND AT LEVAN ROAD AND FIVE MILE ROAD: 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 recommend that OHM Advisors (OHM) serve as our consultant for the 2024 Traffic Signal Modernization Projects at the intersections of Lyndon Avenue and Newburgh Road and at Levan Road and Five Mile Road. See the attached letter dated November 16, 2023 from OHM Advisors for the design engineering services.

Levan and Five Mile Road intersection is under Wayne County's jurisdiction and Newburgh Road at Lyndon is under the City of Livonia's jurisdiction. The intersection at Levan and 5 Mile has been brought to the Traffic Commission's attention along with the Livonia Traffic Bureau on several occasions to request a left turn phase signal at this location. Newburgh Road at Lyndon Avenue has had issues with the existing offset traffic signal pole at the southwest corner being struck and replaced a few times already over the past 3 years.

This project was submitted for consideration under the Highway Safety Improvement Program (HSIP) and has been selected for award via the LAP Safety Program. The City is responsible for the design portion of the project, the construction funding is from the FY25 Safety Program, with a 10% local match. The City of Livonia would provide the design costs for both intersections and Wayne County Department of Public Service would be requested to commit \$35,305.80 for the 10% match at 5 Mile and Levan Road. The City of Livonia would be required to pay \$27,196.25 for the 10% match for Newburgh Road at Lyndon Avenue.

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

- Authorize the Mayor and the City Clerk to execute an amendment to the Engineering contract with OHM Advisors, 34000 Plymouth Road, Livonia, Michigan 48150 in the amount of \$76,000 for Design Engineering for the 2024 Traffic Signal Modernization Projects at the intersections of Lyndon Avenue and Newburgh Road and at Levan Road and Five Mile Road.

- Authorize an expenditure in the amount of \$76,000 from budgeted funds in the Contractual Services - Engineering Consultant, Account Number 204-447-818-102.
- 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)

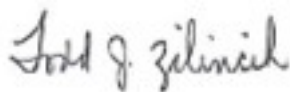
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- Authorize an expenditure in the amount of \$76,000 from budgeted funds in the Contractual Services - Engineering Consultant, Account Number 204-447-818-102.
- Authorize the City Engineer to approve minor adjustments to the work, as required.

ATTACHMENTS

1. 11-16-23 OHM Design Proposal for 2024 Traffic Signal Modernization
2. CR 336-21

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: November 17, 2023



Don Rohraff, Director of Public Works

Date: November 17, 2023



Michael Slater, Finance Director

Date: November 17, 2023



Paul Bernier, City Attorney

Date: November 17, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023



November 16, 2023

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

RE: Traffic Signal Modernization Design Services for Two Locations:
Five Mile at Levan and Newburgh at Lyndon

Dear Mr. Zilincik:

OHM Advisors (OHM) is pleased to submit a proposal for Traffic Signal Design Services. These services include the traffic signal modernization design to upgrade the existing traffic signals located at the intersections of Five Mile at Levan and Newburgh at Lyndon in the City of Livonia. The construction funding for this project is from the FY25 Safety Program, with a 10% local match.

Based on the funding, we have prepared the attached Scope of Services, Schedule and Proposed Fees to assist the City with the effort necessary to deliver the improvements. We have based our proposal on the terms and conditions of the current Professional Services agreement. The proposed project Supplements (A-C) for this project are included.

If you have any questions concerning the proposal, please contact me at (734) 466-4415. Again, we look forward to working with the City of Livonia on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Loveland", written over a horizontal line.

Steven M. Loveland, PE, PTOE
Senior Project Manager

Attachments: Contract Supplements A-C

cc: Rhett Gronevelt PE, 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: Traffic Signal Modernization Design Services for Two Locations:
Five Mile at Levan and Newburgh at Lyndon

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 November 16, 2023.

B. PROJECT SCHEDULE

The Project Schedule is attached as Supplement B, dated November 16, 2023.

C. PAYMENTS TO CONSULTANT

CONSULTANT shall be paid on an hourly basis up to the not-to-exceed amount of Seventy-Six Thousand Dollars and Zero Cents (\$76,000.00) in accordance with the terms on Supplement C, dated November 16, 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:



Steven Loveland, PE

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

Traffic Signal Modernization Design Services for Two Locations: Five Mile at Levan and Newburgh at Lyndon

PROJECT UNDERSTANDING

This project will consist of a standalone traffic signal modernization project as mentioned above. OHM understands Five Mile at Levan is under the jurisdiction of WCDPS and Newburgh at Lyndon is under the jurisdiction of City of Livonia, and both are maintained by WCDPS. The signal plans will require coordination with and approval from the WCDPS signals group for the signal design and operational elements.

SCOPE OF SERVICE

OHM Advisors has completed many traffic signal design projects in Wayne County and is very familiar with the WCDPS requirements for design. We would like to offer the following scope of services:

- ▶ **Survey:** OHM will provide survey to pick up topographic features of the intersection including elevations and existing ROW information.
- ▶ **Base Plan preparation:** OHM will utilize this survey data to create Base Plans. Base Plan design will include a conceptual signal layout and will depict existing ROW and utility information. The signal plans will be created in AutoCAD format and will be designed using MDOT and WCDPS standards and specifications, per WCDPS requirements.
- ▶ **Initial Signal Design Field Meeting:** Will be coordinated by OHM to meet on site with the City of Livonia, WCDPS, DTE and other pertinent Utility representatives. Conceptual Base Plans will be provided to all persons invited to the field meeting. Prior to the meeting, OHM will stake out proposed pole and signal equipment locations and will coordinate a Miss Dig ticket so utility markings will be available to review potential utility conflicts with the proposed signal equipment. Potential conflicts will be mitigated to the extent possible at the meeting by relocation of proposed signal equipment. OHM will assist if and where additional mitigation is required. Signal layout and operational requirements will be verified with WCDPS during this meeting and electrical service and clearances to proposed signal equipment will be coordinated with DTE.
- ▶ **Utility Coordination:** Where possible, OHM will design all proposed signal equipment to avoid overhead, and underground utilities based on the utility information acquired by record information and Miss Dig markings. Where potential utility conflicts are anticipated, OHM will invite the utility representative to the initial field meeting to discuss resolutions and will assist with further coordination, as necessary.
- ▶ **Geotechnical Soil Borings:** These services will be provided by GeoTran, see their attached Scope of Work and Proposal. WCDPS requires soil borings be completed for each of the proposed steel strain pole locations. Please note that there are stipulations included in the GeoTran proposal requiring additional compensation if problems occur in the field.

- ▶ **Preliminary Plan preparation:** OHM will incorporate the information gained at the initial field meeting into the Base Plans. The Preliminary Plan features will include plan views, wiring diagrams, material lists, appropriate note blocks, signal legends, and proposed sidewalk layouts. Anticipated designs will include box span design utilizing a four-anchor base, 6 bolt steel strain poles, digital type traffic signal controller, span wires with tether spans, LED signals w/ backplates, 4-section flashing yellow arrow signal heads for left-turn phasing (NB at Newburgh/Lyndon and EB/WB at Five Mile at Levan), countdown type pedestrian signals, pushbutton activated pedestrian crossings, and vehicle detection for left-turn lanes and side streets. Plans will be submitted for review to WCDPS and Livonia prior to a MDOT Local Agency Programs Grade inspection submittal. OHM will utilize the 2020 MDOT Specifications and current MDOT LRFD pole and foundation guidelines for this project.
- ▶ **Final Plan preparation:** Upon receipt of review comments, the comments will be addressed, and revisions made. Signal plans, special provisions and cost estimates will then be substantially completed. OHM will submit final plans, specifications, and quantities to MDOT for advertisement and bidding through Local Agency Programs. Supporting documents will be supplied upon request.
- ▶ **Traffic Signal Timing Permits:** To program the traffic signal controllers, OHM will prepare updated signal timing permits. This work includes updating phasing for the addition of left turns, adjusting splits and offsets, and updating pedestrian and vehicle clearance intervals, including walk, flashing don't walk, yellow and all red times. Clearance interval spreadsheets will be prepared along with Synchro models of each intersection for AM, PM and Off-Peak periods. Traffic count data will be provided by others.
- ▶ **ADA Ramp Design:** OHM will prepare plans for intersection sidewalk modifications necessary to comply with current ADA (PROWAG) requirements. Where this is not possible, we will provide documentation why conformance was not met. Sidewalk plans will be coordinated with the signal design. It appears that the Newburgh intersection was recently improved, and therefore we assume these ramps will not need to be modified.
- ▶ **Permitting:** OHM anticipates a WCDPS permit will be required for work within WCDPS ROW at the Five Mile and Levan intersection and will submit a permit application.
- ▶ **MDOT LAP Program Application:** Complete and submit the MDOT Program Application.
- ▶ **NEPA:** Complete and submit the NEPA application.
- ▶ **SHPO:** Complete and submit the SHPO application.
- ▶ **Meetings:** Coordination meetings are included with WCDPS (2) and MDOT (1), as the project necessitates.

SERVICES NOT INCLUDED

The following services are not included with this proposal:

- ▶ **ROW Exhibits:** No effort is included to provided title searches or parcel exhibits if they become necessary.
- ▶ **Construction Oversight, Inspection or Staking:** This will be handled under a separate proposal.

SCHEDULE**CITY OF LIVONIA****Traffic Signal Modernization Design Services for Two Locations:
Five Mile at Levan and Newburgh at Lyndon****SCHEDULE**

OHM anticipates final plan submittal for FY2025 funding, with October 2024 being the earliest potential date for final plan submission and obligation of funding. Procurement will be through MDOT, with a winter 2025 letting date and 2025 construction.

COMPENSATION**CITY OF LIVONIA****Traffic Signal Modernization Design Services for Two Locations:
Five Mile at Levan and Newburgh at Lyndon****COMPENSATION**

The City of Livonia will be invoiced monthly for services rendered on an hourly basis with a not to exceed amount of \$76,000. This following is summary of the estimated costs, by location:

	Newburgh & Lyndon	Five Mile & Levan
<i>Survey/Design/Documents</i>	\$24,600	\$30,200
<i>SHPO</i>	\$2,000	\$2,000
<i>Geotechnical Investigation</i>	\$8,600	\$8,600
Totals	\$35,200	\$40,800

COMPENSATION

Traffic Signal Modernization Design Services for Two Locations: Five Mile at Levan and Newburgh at Lyndon 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

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 DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

18. REQUEST TO APPROVE LICENSE AGREEMENT FOR A PORTION OF CITY OF LIVONIA GLENDALE PROPERTY: Department of Law, re: with Consumers Energy for annual rent of \$39,000 for a one-year term beginning in December 2023, with ability to extend the agreement up to 3 additional one-month periods.

Paul Bernier, City Attorney, presented the request to Council.

Councilmember Morgan offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

18.

Law

November 20, 2023

MEETING DATE

R120423

PREPARED BY

Brenda Smyser, Program Supervisor,

AGENDA ITEM

REQUEST TO APPROVE LICENSE AGREEMENT FOR A PORTION OF CITY OF LIVONIA GLENDALE PROPERTY: Department of Law, re: with Consumers Energy for annual rent of \$39,000 for a one-year term beginning in December 2023, with ability to extend the agreement up to 3 additional one-month periods.

BACKGROUND DETAILS

Consumers Energy has licensed certain City-owned industrial land at 32000 Glendale as a satellite site, where they can park equipment and vehicles necessary to the projects they pursue.

The license agreement has since expired, but the attached extension of the license will now generate \$39,000 (\$3,000 per month) in fees annually per the new agreement with Consumers. The lease agreement ends December 31, 2024 but has an option to extend for three additional one-month periods with each paying \$3,000 per additional month.

The Agreement contains various protections for the City. Consumers acknowledges that it has inspected the site and is satisfied with the site as-is. Consumers covenants not to sue the City in connection with the Site, and will indemnify the City against any claims or damages arising out of the Agreement or Consumers' occupancy of the site.

As construction season is about to begin, Consumers would appreciate any approval – if an approval is forthcoming – be granted as soon as it is feasible to do so.

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

RESOLVED, that having considered a communication from the Department of Law, dated November 20, 2023, which bears the signature of the Director of Finance and is approved for submission by the Mayor, to which is attached a proposed License Agreement between the City of Livonia and Consumers Energy Company for property located at 32000 Glendale Street, Livonia, Michigan 48150, to allow Consumers Energy permission to use as a construction show up site, to include the outdoor storage of commercial vehicles and other construction equipment, for an annual rent of \$39,000.00 for a one-year term commencing December 1, 2023 through December 31, 2024, with the option to extend the agreement for up to three (3) additional one month periods, THE COUNCIL DOES HEREBY APPROVE THE AFORESAID AGREEMENT AND AUTHORIZES THE MAYOR AND CITY CLERK, FOR AND ON BEHALF OF THE CITY OF LIVONIA, TO EXECUTE THE ATTACHED AGREEMENT, SUBJECT TO APPROVAL AS TO FORM AND SUBSTANCE BY

THE DEPARTMENT OF LAW, AS WELL AS TO DO ALL OTHER THINGS NECESSARY OR INCIDENTAL TO THE FULL PERFORMANCE OF THIS RESOLUTION.

ATTACHMENTS

1. FOR EXECUTION - 32000 Glendale_Wayne_license_12.31.2024_REVISION_AS_11.14.23

APPROVED BY



Paul Bernier, City Attorney

Date: November 20, 2023



Maureen Miller Brosnan, Mayor

Date: November 30, 2023

License Agreement

Work Order #: 128812

This LICENSE AGREEMENT (hereinafter "License Agreement") is made as of _____, **2023** between **City of Livonia, 33000 Civic Center Dr., Livonia MI 48154** (hereinafter "Licensor"), and Consumers Energy Company, a Michigan corporation, 1945 W. Parnall Rd, Jackson Michigan 49201, (hereinafter "Consumers").

Licensor, in consideration of the covenants herein specified, hereby grants to Consumers a License (hereinafter "License") on property located in the **City of Livonia**, County of **Wayne**, and State of Michigan in Section **27, T01S, R09E** having Parcel ID **#46105990043004** and the common street address of **32000 Glendale St., Livonia MI 48150** more fully described and depicted in the attached Exhibit A (hereinafter "Licensed Area") for Consumers to use as a construction show up site, which use includes, by way of example and not limitation, the use of the Licensed Area for the outdoor storage of commercial vehicles, backhoes, trailers, compressors, trenchers, directional boring machines, passenger vehicles, aggregate, spoils, soils, dumpsters, pipe material, portable toilets, and other construction equipment.

This License Agreement is executed by Licensor and accepted by Consumers on and subject to the following terms and conditions:

1. Duration. This License Agreement shall be effective from **December 1, 2023** (hereinafter "Effective Date") and shall run through **December 31, 2024** (hereinafter the "Primary Period"). Licensor grants to Consumers the option to extend this License Agreement for **three** additional one month periods (each additional one month period shall hereinafter be referred to both collectively and singularly as "Extended Period"), which the Extended Period shall commence upon the expiration of the Primary Period or any exercised Extended Period, as the case may be, by giving the Licensor written notice prior to the end of the then current term.
2. Consideration. Consumers shall pay to Licensor as consideration for the use of the Licensed Area the sum of **\$39,000** during the Primary Period. Consumers shall pay the Primary Period's consideration within seven days of physical occupancy of Licensed Area. Consumers shall pay to Licensor as consideration for the use of the Licensed Area the sum of **\$3,000** per month, payable in advance, for any exercised Extended Period.
3. Security. Consumers may provide, in its sole discretion and at its sole expense, on-site security for Consumers' personal property located on the Licensed Area 24 hours a day and 7 days a week during the Primary Period and any Extended Period.
4. Condition of the Licensed Area. Consumers accepts the Licensed Area in its present condition and upon the expiration of this License Agreement shall leave the Licensed Area in a condition substantially similar to the condition as it existed on the Effective Date of this License Agreement. At least one time per week, Consumers shall remove any spoils brought to the Licensed Area.
5. Maintenance/Repair. Consumers shall not make alterations or additions to the Licensed Area, without Licensor's prior written consent.
6. Exclusivity. Except as provided in this License Agreement, during the term of this License Agreement, Licensor shall not license or grant to any other person or entity any other right, permission, or interest (including leases and easements) in the Licensed Area. Any effort or attempt by Consumers during the duration of this License Agreement to grant a license, right, or interest in the Licensed Area in connection with the permissions given herein shall constitute a material breach of this License Agreement and be null, void, and of no effect.
7. Insurance. Consumers represents that it now carries and agrees that it will continue to carry during the term of this License Agreement, Excess Liability Insurance with limits of \$3,000,000 per occurrence. This policy is subject to deductibles or self-insured retentions that are considered prudent and consistent with other utility companies of similar size and operations. Consumers agrees to maintain this policy while this License Agreement

remains in effect. Consumers risk financing and excess liability insurance shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, liability assumed under an insured contract, including the tort liability of another assumed in a business contract, and use of any auto (including owned, hired, and non-owned autos). Licensor, its elected and appointed officials, employees, agents and volunteers shall be included as additional insureds under the Consumers risk financing and excess liability insurance. This risk financing and insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Licensor. Consumers may, at its option, purchase insurance to cover its personal property, including physical damage to its vehicles and any property on or inside its vehicles. In no event shall Licensor be liable for any damage to, or loss of personal property sustained by Consumers, whether or not it is insured, even if such loss is caused by the negligence of Licensor, its employees, officers, directors, or agents.

8. Evidence of Insurance. Consumers shall furnish Licensor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure to furnish the required certificate or failure to maintain the required insurance may result in termination of this Agreement at Licensor's option. Any waiver of Consumers' obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of Licensor. Failure of Licensor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consumer's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
9. Indemnification. Consumers has investigated/inspected the Licensed Area and is satisfied with the condition of same as-is. Consumers covenants not to sue Licensor for any reason related to or arising out of the License Agreement or Consumers' occupancy of the Licensed Area. Moreover, Consumers will indemnify the City against any claims or damages arising out of the License Agreement or Consumers' occupancy of the Licensed Area.
10. Entire Agreement. This License Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter. There are no agreements, representations, statements, or understandings which have been relied on by the parties hereto which are not stated in this License Agreement.
11. Miscellaneous.
 - a. All requisite action on the part of Licensor necessary for the execution, delivery, and performance of this License Agreement, and all other agreements of Licensor contemplated hereby, have been taken.
 - b. This License Agreement shall be interpreted and construed under the laws of the State of Michigan.
 - c. The captions and headings herein are for convenience and reference only and shall not be used to construe or interpret this License Agreement.
 - d. Whenever possible, each provision of this License Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this License Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the License Agreement; and the parties shall negotiate in good faith to replace such prohibited or invalid provision with the intent of preserving the original business intent thereof.
 - e. Where applicable, pronouns and relative words used herein shall be read as plural, masculine, feminine or neuter.
 - f. Any notices required or permitted to be given under the terms of this License Agreement shall be in writing and given by certified U.S. mail, postage prepaid, or by recognized courier service, and in any case duly and properly addressed to the party indicated below (or such other address as the party to whom such notice is to be given may specify from time to time by notice to the other party in accordance with this section):

City Clerk, City of Livonia
33000 Civic Center Dr
Livonia, MI 48154

Aaron Fisk
One Energy Plaza
Jackson, MI 49201

Each such notice shall be deemed to have been given and effective when mailed as evidence by the receipt of said mailing.

- g. This License Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this License Agreement, including this License Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

This License Agreement is contingent upon approval of use and issuance of any applicable or required permits by the respective governing municipality or governmental entity/agency. Should any of these contingencies not be satisfied, this License Agreement shall be null and void and any consideration paid hereunder shall be returned to Consumers.

IN WITNESS WHEREOF, the Licensor and Consumers have executed this License Agreement on the date first above written.

City of Livonia

Consumers Energy Company

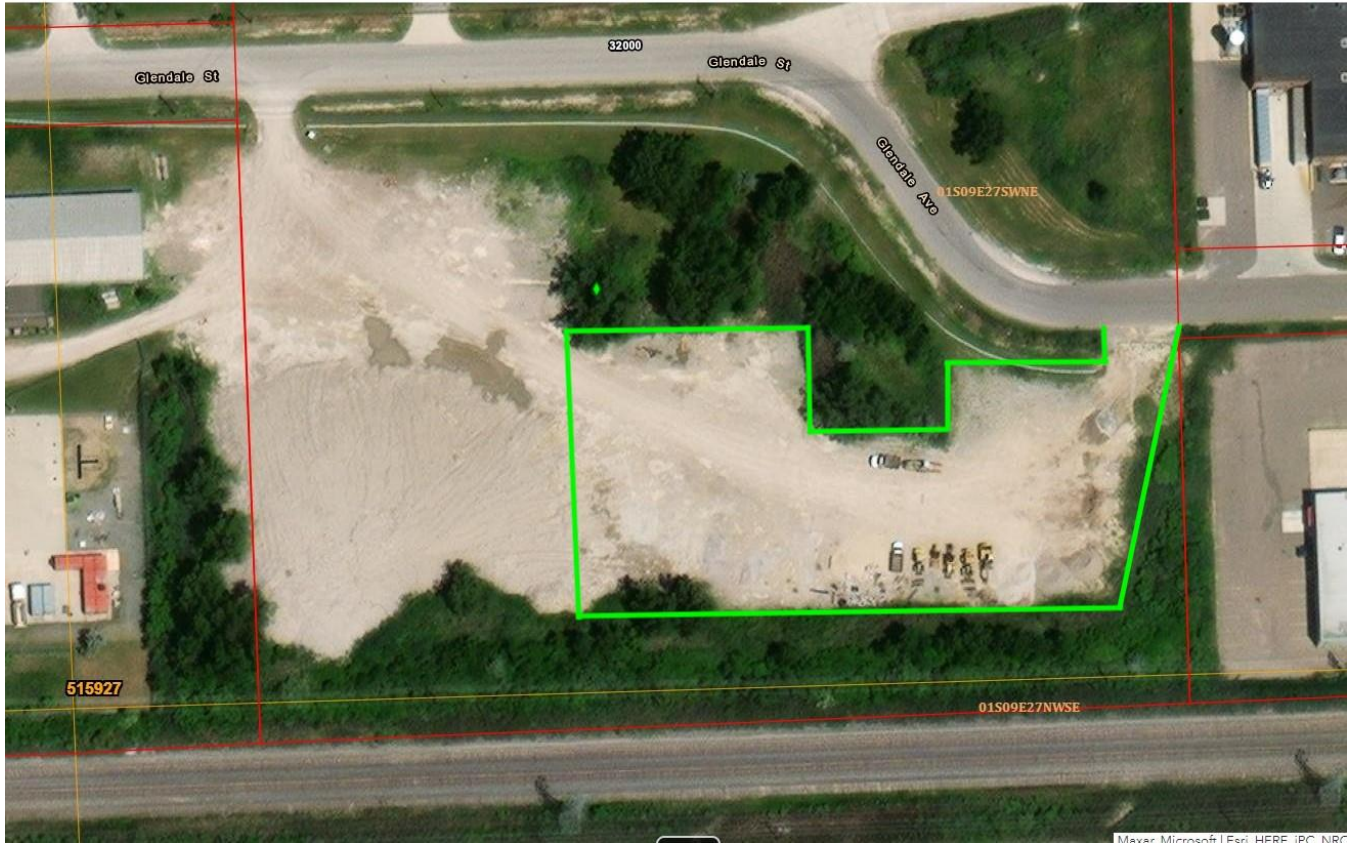
By: _____
Maureen Miller Brosnan
Its Mayor

By: _____
Aaron Fisk
Its Real Estate Acquisition, Project Manager

City of Livonia

By: _____
Susan M. Nash
Its City Clerk

Exhibit A



____Perimeter of Licensed Area____

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

19. APPOINTMENT OF LYNDA L. SCHEEL TO THE ZONING BOARD OF APPEALS:
Councilmember Scott Bahr, re: effective immediately in order to fill the unexpired term, which expires July 12, 2026.

Councilmember Bahr presented the request to Council.

Councilmember McCullough offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

18.

Council Office
November 17, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

APPOINTMENT OF LYNDA L. SCHEEL TO THE ZONING BOARD OF APPEALS: Councilmember Scott Bahr, re: effective immediately in order to fill the unexpired term, which expires July 12, 2026.

BACKGROUND DETAILS

November 17, 2023

Honorable Members of the City Council
City of Livonia, Michigan

RE: APPOINTMENT OF LYNDA L. SCHEEL TO THE ZONING BOARD OF APPEALS

Dear Honorable Members of the City Council:

I am herewith submitting to you, for your consideration and approval, the appointment of **Lynda L. Scheel, 19980 Mayfield, Livonia, MI 48152**, to the Zoning Board of Appeals to fill the unexpired term of Martha Ptashnik, which expires July 12, 2026.

Your favorable consideration of this appointment would be greatly appreciated.

Sincerely,

Scott Bahr, Councilmember

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

To approve as submitted.

ATTACHMENTS

1. Martha Ptashnik - ZBA Resignation

APPROVED BY

Maureen Miller Brosnan, Mayor

Date:

OFFICE OF THE COUNCIL

SCOTT BAHR, Councilmember
Livonia City Council
sbahr@livonia.gov



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2258

November 20, 2023

Honorable Members of the City Council
City of Livonia, Michigan

RE: APPOINTMENT OF LYNDIA L. SCHEEL TO THE ZONING BOARD OF APPEALS

Dear Honorable Members of the City Council:

I am herewith submitting to you, for your consideration and approval, the appointment of **Lynda L. Scheel, 19980 Mayfield, Livonia, MI 48152**, to the Zoning Board of Appeals to fill the unexpired term of Martha Ptashnik, which expires July 12, 2026.

Your favorable consideration of this appointment would be greatly appreciated.

Sincerely,

A handwritten signature in cursive script, reading "Scott Bahr".

Scott Bahr, Councilmember

Name: Lynda L. Scheel
Address: 19980 Mayfield Livonia MI 48152
Phone: H-248.477.6374 email: lynda@lyndascheel.com

Treasurer, City of Livonia 2016 – December 31, 2023
Michigan Certified Public Treasurer
Certified Public Finance Administrator
Certified Public Finance Investment Manager
Wayne County Treasurer's Association President, VP, Secretary & Treasurer

Notary – State of Michigan, 2015 to Present

Redford Union School District 2008 - 2016
Executive Assistant to the Superintendent – August 2010 to 2016
Employee Benefits – September 2008 to October 2010
Mortgage Banking Industry for previous 30 years

Elective Offices held:

Livonia City Treasurer - Jan. 2016 thru Dec. 2023
• Livonia City Council - Jan. 2014 thru Dec. 2015
• Livonia Public Schools School Board - May 2003 thru Dec. 2011
~ President for 4.5 years, Secretary for 2 years

Community Involvement:

- Livonia Planning Commission - June 2008 to December 2013
- Livonia Brownfield Authority - Elected Vice Chair – November 2008 to Present
- Livonia Public Schools Foundation – Board Secretary, Previous VP - 2012 to Present
- Livonia PTA/PTSA Council Board Member 1997–Present
President, Vice President, Secretary & various committee chair positions

Martha Ptashnik
Zoning Board of Appeals
Livonia, MI

Dear Chairman Coppola,

I am writing to officially resign from my position on the Zoning Board of Appeals, effective November 15, 2023. It is with mixed emotions that I make this decision, as I have thoroughly enjoyed my time on the Board.

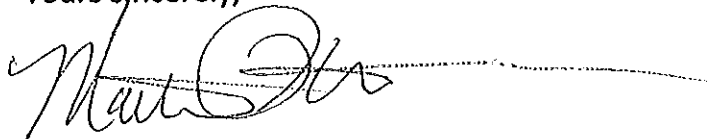
I would like to express my sincere gratitude to you and the entire Board for the valuable experiences, knowledge, and relationships I have gained during my tenure. The opportunity to work alongside such a dedicated and passionate group of individuals has been truly rewarding.

I understand the importance of a smooth transition, and I am committed to ensuring that the handover process is seamless. I am more than willing to provide any necessary documentation or participate in any transition meetings to assist my successor in settling into the role. Please do not hesitate to reach out to me if there is anything specific, I can do to facilitate this process.

Once again, I want to extend my heartfelt appreciation to you, the Board, and the entire organization for the support and guidance provided during my time on the Zoning Board of Appeals. I am confident that the Board will continue to make valuable contributions to the community and uphold the highest standards of fairness and integrity.

Thank you for your understanding, and I look forward to staying connected as I embark on this new journey as a member of the City Council.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Martha Ptashnik', with a long horizontal line extending to the right.

Martha Ptashnik

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

20. APPOINTMENT OF MARC ROTONDO TO THE ZONING BOARD OF APPEALS:
Councilmember Scott Morgan, re: effective immediately in order to fill the unexpired term, which expires July 12, 2024.

Councilmember Morgan presented the request to Council.

Councilmember Donovic offered an approving motion for the Consent agenda.

DIRECTION

APPROVING

CONSENT



LETTER TO THE LIVONIA CITY COUNCIL

19.

Council Office
November 17, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

APPOINTMENT OF MARC ROTONDO TO THE ZONING BOARD OF APPEALS: Councilmember Scott Morgan, re: effective immediately, in order to fill the unexpired term, which expires July 12, 2024.

BACKGROUND DETAILS

November 17, 2023

Honorable Members of the City Council
City of Livonia, Michigan

RE: APPOINTMENT OF MARC ROTONDO TO THE ZONING BOARD OF APPEALS

Dear Honorable Members of the City Council:

I am herewith submitting to you, for your consideration and approval, the appointment of Marc Rotondo, 33135 Pickford, Livonia, MI 48152, to the Zoning Board of Appeals to fill the unexpired term of Tamara Oliverio, which expires July 12, 2024.

Your favorable consideration of this appointment would be greatly appreciated.

Sincerely,

Scott Morgan, Councilmember

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

To approve as submitted.

ATTACHMENTS

1. Tamara Oliverio ZBA Resignation

APPROVED BY

Maureen Miller Brosnan, Mayor

Date:

Marc Rotondo

33135 Pickford St. Livonia, MI

248-996-7582

Marc@rotondoco.com

Background

- Born and raised in Livonia, MI
- Work for family business that specializes in concrete work and home building
- Over 10 years of experience in construction industry
- OSHA 30 Hour Certificate
- Commercial Driver's License Class A

Work Experience

- **Director of Field Operations** - Rotondo Construction (Livonia, MI)
 - Manage municipal projects
 - Estimates and quotes
 - Delegate job duties
 - Trouble shoot on-site issues

Education

- **Davenport University (2015-2020)**
 - Bachelor's Degree (BBA)
 - President's List
 - Dean's List
 - Academic All American
- **Schoolcraft College (2013-2015)**
- **Detroit Catholic Central High School (2009-2013)**

From: [Oliverio, Tamara](#)
To: [Kasprowicz, Sara](#); [Fisher, Mike](#); [Coppola, Gregory G.](#); [Jolly, Jim](#)
Cc: [Morgan, Scott](#); [Tamara Oliverio](#); [Testa, Michael](#); [Baringhaus, Jim](#); [Ptashnik, Martha](#); [Boloven, Christopher](#); [Klisz, Tim](#); [McIntyre, Kathleen](#); [Bahr, Scott](#); [Donovic, Rob](#); [McCullough, Brandon](#); [Toy, Laura](#)
Subject: Tamara Oliverio ZBA Resignation
Date: Monday, November 20, 2023 8:41:32 AM

Good Morning-

This email is to formally inform you of my recent resignation from the Livonia Zoning Board of Appeals.

Thank for the opportunity to serve. It has been an incredible learning experience and I am grateful for the privilege to have worked alongside some of the City's absolute best (many of whom are on this email chain).

Thank you again and I wish you all a wonderful Thanksgiving!

Tamara Oliverio

Get [Outlook for iOS](#)

Tamara Oliverio

ZBA Member

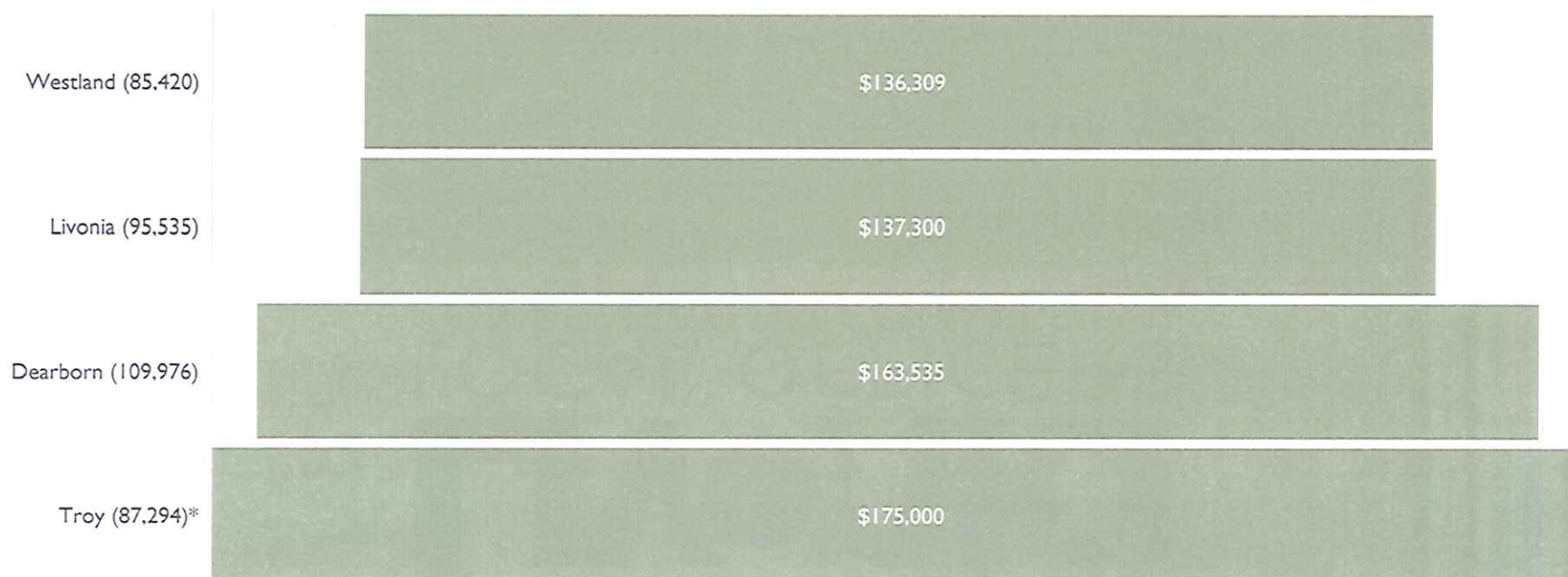
City of Livonia | Zoning Board of Appeals

(810) 355-8664

toliverio@livonia.gov

Livonia
LOCAL OFFICERS
COMPENSATION COMMISSION

MAYOR | BY POPULATION 2023



Legend

* Oakland County

Information Source: MML

MAYOR

Dearborn (109,976)	\$160,329
Livonia (95,535)	\$134,609
Westland (85,420)	\$128,806
Canton Twp (98,659)	\$121,586
Plymouth Twp (27,938)	\$115,884
Romulus (25,175)	\$104,894
Waterford Twp (70,565)	\$100,459
Macomb Twp (79,580)	\$98,500
Van Buren Twp (30,375)	\$98,222
Dearborn Heights (63,292)	\$98,186
Pittsfield Twp (39,147)	\$97,943
Ypsilanti Twp (55,116)	\$90,934
Clinton Twp (100,513)	\$85,854
Huron Twp (16,944)	\$70,159
Ann Arbor (123,851)	\$48,591
Brownstown Twp (33,194)	\$36,860
Northville Twp (31,758)	\$35,000
Redford Twp (49,504)	\$21,766
Melvindale (12,851)	\$14,000
Lincoln Park (40,245)	\$12,000
Allen Park (28,210)	\$12,000
Southgate (30,014)	\$11,000
Roseville (47,710)	\$10,669

Information Source: CWW

MAYOR | HISTORICAL DATA

	1/1/2017-12/31/2017			1/1/2018-12/31/2018			1/1/2019-12/31/2019		
	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
<u>POSITION</u>									
MAYOR	\$57.35	\$4,588.08	\$119,290.00	\$58.65	\$4,692.31	\$122,000.00	\$60.10	\$4,807.69	\$125,000.00

	1/1/2020-12/31/2020			1/1/2021-12/31/2021			1/1/2022-12/31/2022		
	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
<u>POSITION</u>									
MAYOR	\$61.30	\$4,903.85	\$127,500.00	\$62.83	\$5,026.46	\$130,688.00	\$64.72	\$5,177.27	\$134,609.00

	1/1/2023-12/31/2023		
	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
<u>POSITION</u>			
MAYOR	\$66.01	\$5,280.77	\$137,300.00

COUNCIL PRESIDENT | BY POPULATION 2023



Legend

* Oakland County

Information Source: MML

COUNCIL PRESIDENT



Legend

* Monthly Salary

+ Annual Salary and receives an additional \$ per meeting

Information Source: CWW

COUNCIL PRESIDENT | HISTORICAL DATA

	1/1/2017-12/31/2017			1/1/2018-12/31/2018			1/1/2019-12/31/2019		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
POSITION									
COUNCIL PRESIDENT	\$8.90	\$712.27	\$18,519.00	\$8.90	\$712.27	\$18,519.00	\$8.90	\$712.27	\$18,519.00
<i>declined increase</i>				\$9.11	\$728.46	\$18,940.00	\$9.33	\$746.35	\$19,405.00

	1/1/2020-12/31/2020			1/1/2021-12/31/2021			1/1/2022-12/31/2022		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
POSITION									
COUNCIL PRESIDENT	\$8.90	\$712.27	\$18,519.00	\$8.90	\$712.27	\$18,519.00	\$9.41	\$752.54	\$19,566.00
<i>declined increase</i>	\$9.08	\$726.50	\$18,889.00	\$9.31	\$744.65	\$19,361.00			

	1/1/2023-12/31/2023		
	HOURLY	BI-WEEKLY	ANNUAL
POSITION			
COUNCIL PRESIDENT	\$9.60	\$767.62	\$19,958.00

COUNCIL | BY POPULATION 2023

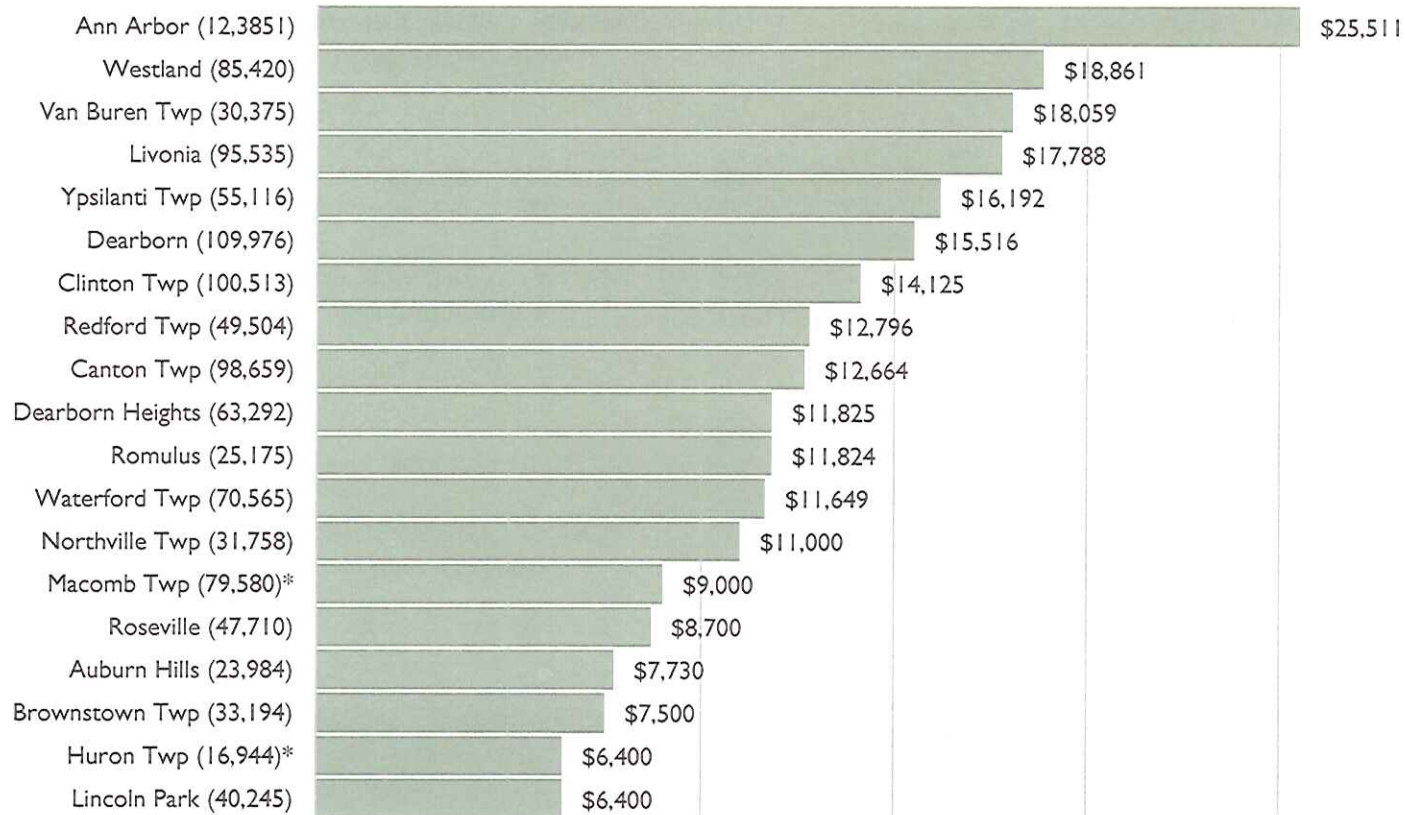


Legend

* Oakland County

Information Source: MML

COUNCIL



Legend

* Annual Salary and receives an additional \$ per meeting

Information Source: CWW

COUNCIL | HISTORICAL DATA

POSITION	1/1/2017-12/31/2017			1/1/2018-12/31/2018			1/1/2019-12/31/2019		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
COUNCIL MEMBERS	\$8.30	\$664.23	\$17,270.00	\$8.30	\$664.23	\$17,270.00	\$8.30	\$664.23	\$17,270.00
<i>declined increase</i>				\$8.49	\$679.31	\$17,662.00	\$8.70	\$696.00	\$18,096.00

POSITION	1/1/2020-12/31/2020			1/1/2021-12/31/2021			1/1/2022-12/31/2022		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
COUNCIL MEMBERS	\$8.30	\$664.23	\$17,270.00	\$8.30	\$664.23	\$17,270.00	\$8.55	\$684.15	\$17,788.00
<i>declined increase</i>	\$8.47	\$677.50	\$17,615.00	\$8.68	\$694.42	\$18,055.00			

POSITION	1/1/2023-12/31/2023		
	HOURLY	BI-WEEKLY	ANNUAL
COUNCIL MEMBERS	\$8.72	\$697.85	\$18,144.00

CITY CLERK | BY POPULATION 2023



Legend

* Oakland County

Information Source: MML

CITY CLERK

Ann Arbor (123,851)	\$128,034
Westland (85,420)	\$122,674
Farmington Hills (83,986)	\$122,630
Plymouth Twp (27,938)	\$105,507
Canton Twp (98,659)	\$104,118
Novi (66,243)	\$102,498
Dearborn (109,976)	\$99,868
Roseville (47,710)	\$96,695
Livonia (95,535)	\$94,441
Van Buren Twp (30,375)	\$94,347
Macomb Twp (79,580)	\$93,500
Pittsfield Twp (39,147)	\$93,045
Ypsilanti Twp (55,116)	\$90,934
Waterford Twp (70,565)	\$90,496
Northville Twp (31,758)	\$87,550
Dearborn Heights (63,292)	\$86,895
Redford Twp (49,504)	\$83,414
Romulus (25,175)	\$83,073
Clinton Twp (100,513)	\$82,644

Information Source: CWW

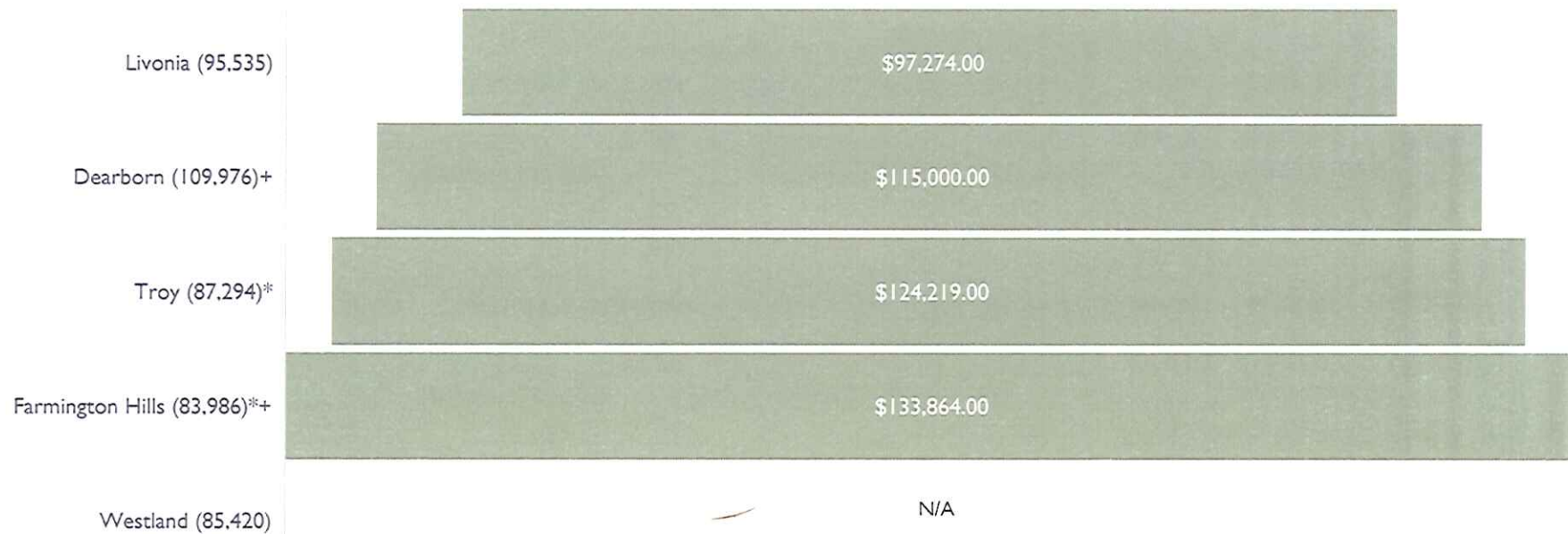
CITY CLERK | HISTORICAL DATA

POSITION	1/1/2017-12/31/2017			1/1/2018-12/31/2018			1/1/2019-12/31/2019		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
CITY CLERK	\$37.51	\$3,001.15	\$78,030.00	\$39.39	\$3,151.23	\$81,932.00	\$41.36	\$3,308.81	\$86,029.00

POSITION	1/1/2020-12/31/2020			1/1/2021-12/31/2021			1/1/2022-12/31/2022		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
CITY CLERK	\$42.19	\$3,375.00	\$87,750.00	\$43.24	\$3,459.38	\$89,944.00	\$45.40	\$3,632.35	\$94,441.00

POSITION	1/1/2023-12/31/2023		
	HOURLY	BI-WEEKLY	ANNUAL
CITY CLERK	\$46.77	\$3,741.31	\$97,274.00

CITY TREASURER | BY POPULATION 2023



Legend

* Oakland County + Finance Director/Treasurer

Information Source: MML

CITY TREASURER



Farmington Hills (83,986)	\$123,764
Riverview (12,500)	\$115,240
Dearborn (109,976)	\$115,000
Ann Arbor (123,851)	\$114,577
Oak Park (28,996)	\$110,313
Northville (6,119)	\$108,264
Auburn Hills (23,984)	\$106,915
Plymouth Twp (27,938)	\$105,507
Canton Twp (98,659)	\$104,118
Wixom (17,193)	\$101,234
Roseville (47,710)	\$96,695
Livonia (95,535)	\$94,441
Van Buren Twp (30,375)	\$94,347
Macomb Twp (79,580)	\$93,500
Pittsfield Twp (39,147)	\$93,045
Woodhaven (12,875)	\$92,990
Ypsilanti Twp (55,116)	\$90,934
Waterford Twp (70,565)	\$90,496
Dearborn Heights (63,292)	\$86,895

Information Source: CWW

CITY TREASURER | HISTORICAL DATA

POSITION	1/1/2017-12/31/2017			1/1/2018-12/31/2018			1/1/2019-12/31/2019		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
CITY TREASURER	\$37.51	\$3,001.15	\$78,030.00	\$39.39	\$3,151.23	\$81,932.00	\$41.36	\$3,308.81	\$86,029.00

POSITION	1/1/2020-12/31/2020			1/1/2021-12/31/2021			1/1/2022-12/31/2022		
	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL	HOURLY	BI-WEEKLY	ANNUAL
CITY TREASURER	\$42.19	\$3,375.00	\$87,750.00	\$43.24	\$3,459.38	\$89,944.00	\$45.40	\$3,632.35	\$94,441.00

POSITION	1/1/2023-12/31/2023		
	HOURLY	BI-WEEKLY	ANNUAL
CITY TREASURER	\$46.77	\$3,741.31	\$97,274.00

**CITY OF LIVONIA
PROPOSED ELECTED SALARIES
2024-2025 WAGE RATE SCHEDULE
EFFECTIVE 1/1/2024**

<u>POSITION</u>	1/1/2024-12/31/2024			1/1/2025-12/31/2025		
	3%			2.5%		
	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>HOURLY</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
MAYOR	\$67.99	\$5,439.19	\$141,419.00	\$69.69	\$5,575.17	\$144,954.48
CITY CLERK	\$48.17	\$3,853.55	\$100,192.22	\$49.37	\$3,949.89	\$102,697.03
CITY TREASURER	\$48.17	\$3,853.55	\$100,192.22	\$49.37	\$3,949.89	\$102,697.03
COUNCIL PRESIDENT	\$9.88	\$790.64	\$20,556.74	\$10.13	\$810.41	\$21,070.66
COUNCIL MEMBERS	\$8.98	\$718.78	\$18,688.32	\$9.21	\$736.75	\$19,155.53

Administration	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Mayor/Supervisor			\$137,300	1/1/2023	12/31/2023		
Clerk			\$97,274	1/1/2023	12/31/2023		
Treasurer			\$97,274	1/1/2023	12/31/2023		
Deputy Clerk	\$66,934	\$78,416	\$78,414	12/1/2022	11/30/2023		
Deputy Treasurer	\$66,934	\$78,416	\$78,414	12/1/2022	11/30/2023		
Deputy Mayor/Supervisor							
Manager/Administrator							
Deputy Mgr./Administrator							
DPS/DPW Director / Dir of Pblc Works			\$132,538	12/1/2022	11/30/2023		A
Asst. DPS/DPW Director / Asst Dir of Pblc Works	\$99,965	\$116,792	\$116,792	12/1/2022	11/30/2023		A
Facilities Director							
Senior Services Director							
Finance Director / Dir of Finance	\$113,318	\$132,538	\$132,535	12/1/2022	11/30/2023		A
Asst. Finance Director							
Community Devel. Dir							
Planning Director / Planning & Econ Dev Dir	\$113,318	\$132,538	\$132,538	12/1/2022	11/30/2023		AB
Economic Devel. Dir.							
Building Director / Dir of Bldg Inspec	\$97,490	\$114,837	\$114,835	12/1/2022	11/30/2023		A
Parks & Rec. Director / Superin of Parks & Rec	\$113,318	\$132,538	\$130,042	12/1/2022	11/30/2023		A
Human Resource Director	\$99,965	\$116,792	\$112,362	12/1/2022	11/30/2023		
IT Director / Info Systems Dir	\$99,965	\$116,792	\$116,790	12/1/2022	11/30/2023		A
Attorney / City Attorney	\$120,827	\$141,398	\$141,396	12/1/2022	11/30/2023		A
Engineer / City Engineer	\$99,965	\$116,792	\$116,792	12/1/2022	11/30/2023		A
Library Director							
Assessor / Property Appraiser	\$52,322	\$61,204	\$61,204	12/1/2022	11/30/2023		AT Lev 4
Accountant / Chf Acct	\$90,626	\$105,810	\$101,733	12/1/2022	11/30/2023		A
Other / Dir of Cmty Resources	\$86,840	\$101,525		12/1/2022	11/30/2023		
Other / Chf of Staff	\$104,645	\$122,408	\$111,008	12/1/2022	11/30/2023		
Public Safety	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Public Safety Director							
Police Chief			\$143,083	12/1/2022	11/30/2023	1	
Deputy Police Chief			\$130,104	12/1/2022	11/30/2023	1	
Police Lieutenant	\$99,549	\$107,515		12/1/2022	11/30/2023	7	NU
Police Sergeant	\$87,610	\$97,718		12/1/2022	11/30/2023	26	NU
Police Officer	\$61,152	\$79,643		12/1/2022	11/30/2023	107	NU
Dispatcher	\$56,014	\$62,525		12/1/2022	11/30/2023	14	NU
Fire Chief	\$121,638	\$142,293	\$142,293	12/1/2022	11/30/2023	1	
Deputy Fire Chief	\$125,112	\$130,125	\$125,112	12/1/2022	11/30/2023	1	
Fire Marshal	\$108,077	\$111,717	\$113,734	12/1/2022	11/30/2023	1	U
Fire Captain	\$93,912	\$97,261		12/1/2022	11/30/2023	15	U
Fire Lieutenant	\$85,280	\$88,400		12/1/2022	11/30/2023	13	U
Fire Sergeant							
Career Firefighter Paramedic	\$51,979	\$77,376		12/1/2022	11/30/2023	30	U
Career Firefighter without Paramedic							
Paid on Call Firefighter							
Other / Battalion Fire Chf	\$108,077	\$111,717		12/1/2022	11/30/2023	2	
Other / Police Cpt		\$118,290		12/1/2022	11/30/2023	3	N
Technical / Clerical	Minimum	Maximum	Current	Effective Date	Expiration Date	# Pos	Legend
Building Inspector	\$65,749	\$73,466		12/1/2022	11/30/2023	7	U
Mechanical Inspector							
Heating Inspector	\$65,749	\$73,466	\$73,466	12/1/2022	11/30/2023	1	U
Plumbing Inspector / Sr. Plumbing Inspec			\$84,760	12/1/2022	11/30/2023	1	AU
Electrical Inspector / Sr. Electrical Inspec			\$84,760	12/1/2022	11/30/2023	1	AU
Ordinance Officer / Code Enfrmt Ofcr	\$56,077	\$62,483		12/1/2022	11/30/2023	3	AU
Meter Reader / Pblc Svcs Worker I & Gen Labore	\$48,797	\$59,842		12/1/2022	11/30/2023	43	ABU
General Laborer / See Meter Reader							
Executive Secretary/Admin Asst. / Prgm Supv	\$59,820	\$69,555		12/1/2022	11/30/2023	24	A
Clerical Entry / Clerk I & Clerk II	\$37,731	\$44,470		12/1/2022	11/30/2023	9	AU
Clerical Max / Clerk Typist I & II	\$38,334	\$48,506		12/1/2022	11/30/2023	20	AU
Other / Sr Bldg Inspec			\$88,899	12/1/2022	11/30/2023	1	U
Board / Commissions / Councils	Meetings per Year		Rate Paid				
Councilpersons/Trustees / Councilmember	48		\$18,144/yr				
Chairman/President / Council President	48		\$19,958/yr				
Planning Commission	40		\$175-\$210/mtg				
Zoning Board of Appeals	24		\$1,080/yr				
Merit/Civil Service	12		\$1,500-\$1,800/yr				
Pension Board / Board of Trustees	12		\$0				
Assessor's Board of Review	9		\$100-\$120/day				

Legend:

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

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

- N Under negotiation
- P Public Safety Dept
- T Part time position

- POC Paid On Call
- U Union
- V Vacant

**MINUTES OF THE THIRTY SECOND MEETING OF THE
LOCAL OFFICERS COMPENSATION COMMISSION OF THE CITY OF LIVONIA**

On Tuesday, November 9, 2021, the above meeting was held at the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan, and was called to order by Glen Long, Jr., the Acting Chairperson at 5:30 p.m. Roll was called with the following result:

MEMBERS PRESENT: Glen W. Long, Jr.
 David Cash
 Martha Foley
 John Murphy
 Maureen Simari

MEMBERS ABSENT: Michael Marihugh

CITY OFFICIALS PRESENT: Mayor Maureen Miller Brosnan
 Kathleen McIntyre, Council President
 Susan M. Nash, City Clerk
 Lynda Scheel, City Treasurer
 Paul Bernier, City Attorney
 Lori L. Miller, Deputy City Clerk

OTHERS PRESENT: Shelby Tankersley, Livonia Observer

On a motion by Murphy, seconded by Foley, unanimously adopted by, it was:

#01-21 RESOLVED, that the minutes of the November 19, 2019, Local Officers Compensation Commission are hereby approved with the correction made to Resolution #04-19, Page 3 of the minutes, to read "Effective January 1, 2021 the Mayor's salary shall be \$130,687."

On a motion by Cash, seconded by Foley, unanimously adopted, it was:

#02-21 RESOLVED, that Glen W. Long, Jr., is elected to serve as the Chairperson of the Local Officers Compensation Commission for the year 2021.

On a motion by Murphy, seconded by Foley, unanimously adopted, it was:

#03-21 RESOLVED, that David Cash, is elected to serve as the Vice Chairperson of the Local Officers Compensation Commission for the year 2021.

Mayor Brosnan thanked the Commissioners for their service and indicated they do an amazing job reviewing salary increases for elected officials.

Clerk Nash indicated the salary information provided to the Commissioners was of comparable surrounding communities in size population.

Commissioner Long thanked Clerk Nash for the information provided for review and indicated the purpose of the meeting was to discuss recommended salaries for Livonia's elected officials for the next two years and then the Commission's recommendation is passed on to City Council for approval.

City Attorney Bernier indicated the salaries approved at tonight's meeting would be accepted by City Council, unless the Council voted to reject the Commission's recommendations.

Commissioner Murphy inquired about the Heroes' Pay approved by Council for regular full-time and regular part-time employees in the amount of \$1,000.00 and \$500.00 respectively, which was not extended to elected officials, for the calendar year worked of 2021.

Council President McIntyre inquired where does the City stand with regard to providing Heroes' Pay to the Police Reserve Officers and members of the Community Emergency Response Team (CERT). Mayor Brosnan indicated this Commission is not required to discuss that matter as part of tonight's meeting.

Chairman Long asked about the financial status of the City. Mayor Brosnan responded the City is in a strong financial position: the Defined Benefit plan has been put in place for the Livonia Fire Department and the Livonia Police Department; funds have been set aside by the City to properly fund VEBA; and additional funding has been set aside for capital improvements in the City.

Commissioner Murphy inquired what was the relationship between the employees' unions and the City at the current time. Mayor Brosnan indicated the relationship is very strong and the recent contract was approved by all parties before it expired.

The Commissioners discussed proposing Heroes' Pay for elected officials, to mirror what regular full-time and regular part-time employees were awarded.

On a motion by Foley, seconded by Cash, unanimously adopted, it was:

#04-21 RESOLVED, that the Local Officers Compensation Commission hereby determines to award a one-time only \$1,000.00 Heroes' Pay stipend to the Office of the Mayor for the current year of 2021 only, to be paid before calendar year end 2021 or within the first pay period of 2022.

The Commissioners discussed the salary of the Office of the Mayor for 2022 and 2023. A 3% increase for 2022 and a 2% increase for 2023, in line with the union contracts, was presented.

On a motion by Foley, seconded by Cash, unanimously adopted, it was:

#05-21 RESOLVED, the Local Officers Compensation Commission hereby determines to change salary for the Office of the Mayor from its current rate of \$130,687.00, to a 3% increase for 2022 and a 2% increase for 2023, to the following paid on a bi-weekly basis:

Effective January 1, 2022	\$134,609.00
Effective January 1, 2023	\$137,300.00

The Commissioners discussed the salary of the City Council President and City Council. A 3% increase for 2022 and a 2% increase for 2023 was proposed for discussion.

President McIntyre requested the Heroes' Pay stipend be decoupled from the salary of the Council President and suggested that the Council President's salary might be better valued if it were 10% higher than the other Council members given the extra duties of the Council President. It was noted that if this suggestion was implemented, that Ms. McIntyre would not benefit from it as the outgoing Council President.

The Commissioners discussed the salary of the City Council President for 2022 and 2023. The suggestion from President McIntyre was discussed, as was a graduated increase over the two year period. It was noted the City Council President and City Council members have not taken a salary increase since 2017.

At the suggestion of Chairman Long, it was agreed the Commission should consider the salary of Council first and then go back to the salary of the Council President.

On a motion by Foley, seconded by Simari, unanimously adopted, it was:

#06-21 RESOLVED, that the Local Officers Compensation Commission hereby determines to award a one-time only \$500.00 Heroes' Pay stipend to the City Council members who served for the current year of 2021, to be paid before calendar year end 2021 or within the first pay period of 2022.

On a motion by Cash, seconded by Foley, unanimously adopted, it was:

#07-21 RESOLVED, the Local Officers Compensation Commission hereby determines to change salary for the City Council members from its current rate of \$17,270.00, to a 3% increase for 2022 and a 2% increase for 2023, to the following paid on a bi-weekly basis:

Effective January 1, 2022	\$17,788.00
Effective January 1, 2023	\$18,144.00

Commissioner Foley stated the Council President is tasked with leading and guiding Council and assumed this necessitated more time spent performing Council matter.

President McIntyre indicated she was the outgoing President of Council and her recommendation was not self-serving. She stated the Council President is required to perform additional work, serves as the Mayor Pro-Tem, attends more ribbon-cutting ceremonies, leads and guides new Council members, and overall has an increased amount of responsibilities and hours worked than other Council members.

Commissioner Cash indicated he felt the 10% differential proposed by outgoing President McIntyre made sense, given this information.

On a motion by Foley, seconded by Simari, unanimously adopted, it was:

#08-21 RESOLVED, that the Local Officers Compensation Commission hereby determines to award a one-time only \$500.00 Heroes' Pay stipend to the City Council President for the current year of 2021 only, to be paid before calendar year end 2021 or within the first pay period of 2022.

On a motion by Cash, seconded by Foley, unanimously adopted, it was:

#09-21 RESOLVED, the Local Officers Compensation Commission hereby determines to change salary for the City Council President from its current rate of \$18,519.00, to a 5.7% increase for 2022 and a 2.6% increase for 2023, to the following paid on a bi-weekly basis:

Effective January 1, 2022	\$19,566.00
Effective January 1, 2023	\$19,958.00

The Commissioners discussed the salary of the City Clerk and the City Treasurer. A 3% increase for 2022 and a 2% increase for 2023 was proposed for discussion. Commissioner Foley reminded the Commission members that in 2019 a noted gap between these two positions and those of similar positions in surrounding cities was discussed.

Commissioner Murphy indicated in the past the employees' unions did not have as good of a working relationship as they do now and stated this may be a good time to help close the gap. Chairman Long indicated the gap should be mitigated but did not feel it should be done all at one time.

President McIntyre expressed the positions of City Clerk and City Treasurer are "work horse positions" and both have a legacy of intensive work being done by those who occupy the positions. She indicated to compete with other surrounding communities where they may be appointed, and not elected officials, she would suggest a significant percentage increase in wages for these two positions to bring them more in line with other communities.

The Commission discussed a proposed 4% increase for 2022 and a 4% increase for 2023. Chairman Long indicated the wages presented tonight for other communities would

also receive wage increases starting in 2022 and did not feel the proposed increase would sufficiently bridge the gap in wages.

On a motion by Simari, seconded by Cash, unanimously adopted, it was:

#10-21 RESOLVED, that the Local Officers Compensation Commission hereby determines to award a one-time only \$1,000.00 Heroes' Pay stipend to the Office of the City Clerk for the current year of 2021 only, to be paid before calendar year end 2021 or within the first pay period of 2022.

On a motion by Foley, seconded by Murphy, unanimously adopted, it was:

#11-21 RESOLVED, the Local Officers Compensation Commission hereby determines to change salary for the Office of the City Clerk from its current rate of \$89,944.00, to a 5% increase for 2022 and a 3% increase for 2023, to the following paid on a bi-weekly basis:

Effective January 1, 2022	\$94,441.00
Effective January 1, 2023	\$97,274.00

On a motion by Cash, seconded by Foley, unanimously adopted, it was:

#12-21 RESOLVED, that the Local Officers Compensation Commission hereby determines to award a one-time only \$1,000.00 Heroes' Pay stipend to the Office of the City Treasurer for the current year of 2021 only, to be paid before calendar year end 2021 or within the first pay period of 2022.

On a motion by Foley, seconded by Simari, unanimously adopted, it was:

#13-21 RESOLVED, the Local Officers Compensation Commission hereby determines to change salary for the Office of the City Treasurer from its current rate of \$89,944.00, to a 5% increase for 2022 and a 3% increase for 2023, to the following paid on a bi-weekly basis:

Effective January 1, 2022	\$94,441.00
Effective January 1, 2023	\$97,274.00

President McIntyre thanked the Commissioners for their hard work and indicated she appreciated their thoughtful analysis to make difficult decisions.

Mayor Brosnan agreed with the point made during the meeting that the Commission may benefit in the future by receiving historical data rather than comparable data rates only an indicated that it will be provided in future meetings if possible. She pointed out the Commission has done a fantastic job in closing the gap between the salaries of the City Clerk and City Treasurer, as was done in the past to the Mayor's salary. Mayor Brosnan thanked the Commissioners for their great choices, diligence and recommendations made at tonight's meeting.

Commissioner Foley indicated the Commission will continue to strive to narrow the gap of the salaries of the Office of the City Clerk and City Treasurer between neighboring cities and will again discuss this topic at the next Commission meeting in 2023.

On a motion by Foley, seconded by Cash, and unanimously adopted, the meeting was adjourned at 6:45 p.m.

Glen W. Long, Jr., Chairperson

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD DECEMBER 4, 2023**

Meeting was called to order at 9:22 p.m. by Council President Jim Jolly. Present: Laura Toy, Kathleen McIntyre, Scott Bahr, Rob Donovic, Scott Morgan, Brandon McCullough, and President Jim Jolly. Absent: None.

Elected and appointed officials present: Susan Nash, City Clerk; Paul Bernier, City Attorney; Mark Taormina, Planning and Economic Development Director; Todd Zilincik, City Engineer; Jim Ingles, Interim Director of Housing; Casey O'Neil, Information Systems Director; Doug Moore, Assistant Director of Public Works; and Jacob Rushlow, Assistant Director of Public Works.

Vice President Toy led the meeting with the Pledge of Allegiance.

4. DETERMINATION OF THE LOCAL OFFICERS COMPENSATION COMMISSION: Office of the City Clerk, re: the salaries of elected officials for the calendar years 2024 and 2025, in accordance with Section 2.48.030 of Chapter 2.48 of the Livonia Code of Ordinances, as amended.

Susan Nash, City Clerk, presented the request to Council.
Glen Long, Chairman of LOCC, was present to answer questions.

Councilmember Bahr asked if the comparisons to other communities could be shared with Council.

Ms. Nash indicated the information comes from Western Wayne County.

Paul Bernier, City Attorney, indicated there is no vote on this item unless they vote to reject the salary requirements. The ordinance says it will go into effect in 30 days unless Council rejects it.

Vice President Toy thanked Mr. Long for the work they do.

Mr. Long indicated thanks should go to the Clerk's Office and HR Department as they do most of the research.

Councilmember McIntyre commented on the differences when comparing the Clerk and Treasurer to other Department Heads.

Councilmember Bahr asked Paul Bernier if this will show up on the next agenda if no resolution is offered tonight.

President Jolly indicated he plans to put this on the next agenda.

Mr. Bernier indicated it will carry forward to the next agenda for either a rejection or as a receive and file item.

From: [Nash, Susan M.](#)
To: [Kasprowicz, Sara](#)
Cc: [Miller, Lori](#)
Subject: FW: Minutes of 33rd Meeting held 11.28.2023.docx
Date: Monday, December 4, 2023 10:34:49 AM
Attachments: [Minutes of 33rd Meeting held 11.28.2023.docx](#)

Corrected minutes

Susan Nash, MiPMC, CMC

City Clerk

City of Livonia | City Clerk

(734) 466-2233

snash@livonia.gov

From: Emmitt, Jillian <jemmitt@livonia.gov>
Sent: Monday, December 4, 2023 9:18 AM
To: Nash, Susan M. <snash@livonia.gov>
Subject: Minutes of 33rd Meeting held 11.28.2023.docx

Here you go!

Jillian Emmitt

Program Supervisor

City of Livonia | Civil Service

(734) 466-2528

jemmitt@livonia.gov

**MINUTES OF THE THIRTY-THIRD MEETING OF THE
LOCAL OFFICERS COMPENSATION COMMISSION OF THE CITY OF LIVONIA**

On Tuesday, November 28, 2023, the above meeting was held at Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan, and was called to order by Glen W. Long, Jr. the acting Chairperson at 5:38 p.m. Roll was called with the following result:

MEMBERS PRESENT:	John Murphy Michael Marihugh Glen W. Long, Jr. Martha Foley David Cash
MEMBERS ABSENT:	None
CITY OFFICIALS PRESENT:	David Varga, Chief of Staff Susan Nash, City Clerk Jeannine Laible, Human Resources Director
OTHERS PRESENT:	None

On a motion by Murphy, seconded by Foley, unanimously adopted by, it was:

#01-23 RESOLVED, that the minutes of the November 9, 2021, Local Officers Compensation Commission are hereby approved.

On a motion by Foley, seconded by Marihugh, unanimously adopted, it was:

#02-23 RESOLVED, that Glen W. Long, Jr., is elected to serve as the Chairperson of the Local Officers Compensation Commission for the year 2023.

On a motion by Murphy, seconded by Foley, unanimously adopted, it was:

#03-23 RESOLVED, that David Cash, is elected to serve as the Vice Chairperson of the Local Officers Compensation Commission for the year 2023.

Chairperson Long noted the reference materials regarding salary and population comparisons.

Chairperson Long asked what percent increases were given to the employees. Ms. Laible stated the percentages negotiated are 3% for 2024 and 2.5% for 2025.

The Commissioners discussed the salary of the Office of the Mayor for 2024 and 2025. A 3% increase for 2024 and a 2.5% increase for 2025, in line with the union contracts, was presented.

On a motion by Cash, seconded by Marihugh, unanimously adopted, it was:

#04-23 RESOLVED, the Local Officers Compensation Commission hereby determines to change the salary for the Office of the Mayor from its current rate of \$137,300.00, to a 3% increase for 2024 and a 2.5% increase for 2025, to the following paid on a bi-weekly basis:

Effective January 1, 2024	\$141,419.00
Effective January 1, 2025	\$144,954.00

The Commissioners discussed the salary of the City Council President. A 3% increase for 2024 and a 2.5% increase for 2025 was proposed for discussion.

On a motion by Foley, seconded by Marihugh, unanimously adopted, it was:

#05-23 RESOLVED, the Local Officers Compensation Commission hereby determines to change the salary for the City Council President from its current rate of \$19,958.00, to a 3% increase for 2024 and a 2.5% increase for 2025, to the following paid on a bi-weekly basis:

Effective January 1, 2024	\$20,556.00
Effective January 1, 2025	\$21,070.00

The Commissioners discussed the salary of the City Council. A 3% increase for 2024 and a 2.5% increase for 2025 was proposed for discussion.

On a motion by Foley, seconded by Marihugh, unanimously adopted, it was:

#06-23 RESOLVED, the Local Officers Compensation Commission hereby determines to change the salary for the City Council members from its current rate of \$18,144.00, to a 3% increase for 2024 and a 2.5% increase for 2025, to the following paid on a bi-weekly basis:

Effective January 1, 2024	\$18,688.00
Effective January 1, 2025	\$19,155.00

The Commissioners discussed the salary of the City Clerk. A 3% increase for 2024 and a 2.5% increase for 2025 was proposed for discussion. The Commissioners noted the wage disparity between Livonia and its surrounding communities and how the City Clerk's wages are significantly less.

Chairperson Long asked Ms. Nash if there was a significant difference between the work the Livonia City Clerk does and that of the surrounding communities. Ms. Nash noted that a Township Clerk is elected to be on the board, essentially, they are also a council member. Additionally, Proposal 2, which passed last year, is going to put a lot of demand on the City Clerk.

Chairperson Long referenced the minutes from 2021 where the commission had a similar conversation regarding the Clerk and Treasurer positions and recommending a higher increase.

Commissioner Foley asked how the higher increase recommendation for the Clerk was received. Chairperson Long stated that the Council approved it, and he did not recall any mention of it. Commissioner Foley asked if the Commission still had a priority for closing the gap.

Chairperson Long deferred to Mr. Varga regarding the City's finances. Mr. Varga stated that they were tight, however, this will only affect two positions. He also noted that up until recently, the City Clerk and City Treasurer were the two lowest-paid department heads.

The Commission reviewed the other department head salaries and noted that the Clerk and Treasurer are lagging.

Chairperson Long asked who sets the Deputy Clerk and Deputy Treasurer's salaries. Ms. Nash stated City Council.

Chairperson Long suggested 5% for 2024. The Commission discussed the 5% increase for 2024 and Commissioner Foley recommended 5% for 2025 as well. The Commission noted that there is still work to be done, but this will help bridge the gap.

Chairperson Long asked the Administration if 5% for 2024 and 5% for 2025 would cause undue hardship. Mr. Varga stated no.

On a motion by Foley, seconded by Marihugh, unanimously adopted, it was:

#07-23 RESOLVED, the Local Officers Compensation Commission hereby determines to change the salary for the City Clerk from its current rate of \$97,274.00, to a 5% increase for 2024 and a 5% increase for 2025, to the following paid on a bi-weekly basis:

Effective January 1, 2024	\$102,137.00
Effective January 1, 2025	\$107,243.00

The Commissioners discussed the salary of the City Treasurer. A 3% increase for 2024 and a 2.5% increase for 2025 was proposed for discussion.

Chairperson Long noted in the last minutes of the LOCC that they recommended higher increases and kept the City Clerk and City Treasurers' salaries in line with one another.

Commissioner Cash stated that he would like to see the Commission recommend 5% for each year.

Commissioner Murphy asked if there was a discrepancy in the workload between the Clerk and Treasurer. Ms. Nash stated she was not the Treasurer yet; however, the current Treasurer

attends meetings that are required and ensures they are available to the City Council to answer questions. She noted that when tax bills go out, that department gets very busy.

Mr. Varga also noted that the current Treasurer goes out and collects delinquent tax bills, unlike previous Treasurers. He stated that this position is what you make it. There have been a lot of changes to that office in recent years that have either lowered or eliminated contracted work/systems.

On a motion by Cash, seconded by Marihugh, unanimously adopted, it was:

#08-23 RESOLVED, the Local Officers Compensation Commission hereby determines to change the salary for the City Treasurer from its current rate of \$97,274.00, to a 5% increase for 2024 and a 5% increase for 2025, to the following paid on a bi-weekly basis:

Effective January 1, 2024	\$102,137.00
Effective January 1, 2025	\$107,243.00

Ms. Laible brought forward a request for the City to have the flexibility for the City Clerk, Treasurer, and Mayor to receive a stipend that is comparable to the amount received by other department heads instead of a City-provided vehicle.

Chairperson Long asked what that amount would be. Mr. Varga stated \$350 a month. Mr. Varga noted that currently two-thirds of department heads have City owned vehicles and they are looking to move towards a stipend.

Commissioner Cash asked if this would apply to Council Members. Mr. Varga stated no.

Commissioner Foley asked who currently insures the vehicles. Mr. Varga stated the Michigan Municipal Risk Management Authority. Chairperson Long asked if that would go away with a stipend. Mr. Varga stated that was correct.

The Commissioners discussed the cost savings to the City that this would bring.

On a motion by Foley, seconded by Marihugh, unanimously adopted, it was:

#09-23 RESOLVED, the Local Officers Compensation Commission hereby approves the City to have the flexibility to provide a stipend that is comparable to the amount received by other department heads instead of a City-provided vehicle to the Clerk, Treasurer, and Mayor.

On a motion by Foley, seconded by Murphy, and unanimously adopted, the meeting was adjourned at 6:34 p.m.

Glen W. Long, Jr., Chairperson



LETTER TO THE LIVONIA CITY COUNCIL

4.

City Clerk
November 29, 2023

MEETING DATE

S120423/R121323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

DETERMINATION OF THE LOCAL OFFICERS COMPENSATION COMMISSION: Office of the City Clerk, re: the salaries of elected officials for the calendar years 2024 and 2025, in accordance with Section 2.48.030 of Chapter 2.48 of the Livonia Code of Ordinances, as amended.

BACKGROUND DETAILS

Recommendations made by the Local Officers Compensation Commission for the salaries of elected officials for the years 2024 and 2025.

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

Accept the recommendations made by the Local Officers Compensation Commission as presented in the Minutes of their meeting held November 28, 2023.

ATTACHMENTS

None

APPROVED BY

Susan Nash, MiPMC, CMC, City Clerk

Date: November 30, 2023

**MINUTES OF THE THIRTY-THIRD MEETING OF THE
LOCAL OFFICERS COMPENSATION COMMISSION OF THE CITY OF LIVONIA**

On Tuesday, November 28, 2023, the above meeting was held at Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan, and was called to order by Glen W. Long, Jr. the acting Chairperson at 5:38 p.m. Roll was called with the following result:

MEMBERS PRESENT:	John Murphy Michael Marihugh Glen W. Long, Jr. Martha Foley David Cash
MEMBERS ABSENT:	None
CITY OFFICIALS PRESENT:	David Varga, Chief of Staff Susan Nash, City Clerk Jeannine Laible, Human Resources Director
OTHERS PRESENT:	None

On a motion by Murphy, seconded by Foley, unanimously adopted by, it was:

#01-23 RESOLVED, that the minutes of the November 9, 2021, Local Officers Compensation Commission are hereby approved.

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Chairperson Long noted the reference materials regarding salary and population comparisons.

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The Commissioners discussed the salary of the Office of the Mayor for 2024 and 2025. A 3% increase for 2023 and a 2.5% increase for 2025, in line with the union contracts, was presented.

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Chairperson Long referenced the minutes from 2021 where the commission had a similar conversation regarding the Clerk and Treasurer positions and recommending a higher increase.

Commissioner Foley asked how the higher increase recommendation for the Clerk was received. Chairperson Long stated that the Council approved it, and he did not recall any mention of it. Commissioner Foley asked if the Commission still had a priority for closing the gap.

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The Commission reviewed the other department head salaries and noted that the Clerk and Treasurer are lagging.

Chairperson Long asked who sets the Deputy Clerk and Deputy Treasurer's salaries. Ms. Nash stated City Council.

Chairperson Long suggested 5% for 2024. The Commission discussed the 5% increase for 2024 and Commissioner Foley recommended 5% for 2025 as well. The Commission noted that there is still work to be done, but this will help bridge the gap.

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Commissioner Murphy asked if there was a discrepancy in the workload between the Clerk and Treasurer. Ms. Nash stated she was not the Treasurer yet; however, the current Treasurer

attends meetings that are required and ensures they are available to the City Council to answer questions. She noted that when tax bills go out, that department gets very busy.

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On a motion by Cash, seconded by Marihugh, unanimously adopted, it was:

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The Commissioners discussed the cost savings to the City that this would bring.

On a motion by Foley, seconded by Marihugh, unanimously adopted, it was:

#09-23 RESOLVED, the Local Officers Compensation Commission hereby approves the City to have the flexibility to provide a stipend that is comparable to the amount received by other department heads instead of a City-provided vehicle to the Clerk, Treasurer, and Mayor.

On a motion by Foley, seconded by Murphy, and unanimously adopted, the meeting was adjourned at 6:34 p.m.

Glen W. Long, Jr., Chairperson



LETTER TO THE LIVONIA CITY COUNCIL

21.

Council Office
December 7, 2023

MEETING DATE

R121323

PREPARED BY

Sara Kasprowicz, Council Office Manager,

AGENDA ITEM

REQUEST TO AMEND COUNCIL RESOLUTION 362-23: Ellen Burns, Co-president, Clarenceville Band Boosters, re: to amend the resolution to reflect the correct organization name of Clarenceville Band Parents and Friends Club.

BACKGROUND DETAILS

The 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 for the Clarenceville Band Parents and Friends Club to allow a raffle fundraiser in the future must be recognized as the Clarenceville Band Parents and Friends Club to obtain approval.

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

To amend CR 362-23 and approve recognition of Clarenceville Band Parents and Friends Club as a non-profit organization.

ATTACHMENTS

1. R111323 Clarenceville Band Non Profit Recog CR 362-23
2. R111323 LTC Clarenceville band booster
3. R111323 Email from Clarenceville Band Booster Non Profit Recog
4. R111323 Band Boosters Updated By-Laws 3-2023
5. R111323 Online Form Submittal_ City Council Inquiries
6. R111323 Clarenceville application letter

APPROVED BY



GRETCHEN WHITMER
GOVERNOR

State of Michigan
Bureau of State Lottery
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



JESSICA WEARE
ACTING COMMISSIONER

December 1, 2023

Organization ID: 130179

Ellen Bruns
Clarenceville Band Parents Friends Club
20155 Middlebelt Road
Livonia, MI 48152



Dear Ellen Bruns:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

Note: All documentation to qualify, and all applications and raffle tickets must be in the correct and same organization name, which is Clarenceville Band Parents and Friends Club. We do not qualify organizations or issue licenses in assumed names.

To complete the qualification process, please submit the following information in the correct name:

1. A copy of the organization's current bylaws or constitution, including membership criteria, signed and dated by your principal officer.
2. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.

*** The resolution must be passed in the correct organization name; Clarenceville Band Parents and Friends Club.

3. A provision in the bylaws, constitution, or Articles of Incorporation, that all assets, and real property will revert to the local government or another nonprofit organization should the organization dissolve.
4. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.
5. Proof of a current bank account in the name of the organization.

*** The bank account must be in the correct organization name, Clarenceville Band Parents and Friends Club

6. The complete filed copy of your Articles of Incorporation. According to the Corporations Division, you are actively incorporated.

Also, we have received your application for a Combination Raffle license. However, we are unable to process your application without the following information:



LETTER TO THE LIVONIA CITY COUNCIL

22.

Engineering
November 16, 2023

MEETING DATE

R121323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST TO APPROVE AN ADDITIONAL APPROPRIATION AND EXPENDITURE: Engineering Division, re: for the 2023 Concrete Maintenance/Selective Slab Program (Contract 23-J), in the not-to-exceed amount of \$163,566 and the new total not-to-exceed amount of \$1,765,369.67. (CR 96-23 and CR 97-23)

BACKGROUND DETAILS

Pursuant to Council Resolution No. 96-23, adopted March 13, 2023, the City Council approved the award of a \$1,601,803.67 contract to Great Lakes Contracting Solutions, LLC for the 2023 Concrete Maintenance/Selective Slab Program.

Great Lakes Contracting Solutions, LLC completed the road segments that were part of the awarded contract. The additional costs in the amount of \$163,566 were the result of the additional quantity of concrete patches added on Stark Road (south of the railroad tracks to eastbound Schoolcraft). Also added was the area at Westbound Schoolcraft at Newburgh Road Intersection that had significant deterioration and was in need of repair. This location was unable to be repaired last year due to the I-275 Project placing additional traffic in that area. The quantities for these areas resulted in \$106,000 of 9-inch pavement. The other items related to the additional costs were \$22,511 in epoxy coated lane ties, \$24,093 in aggregate base, and an overall additional restoration quantity in the amount of \$10,962.

In order to take advantage of the unit pricing from Contract 23-J and to close-out this project, we respectfully request that the City Council approve the following:

- Approve a payment to Great Lakes Contracting Solutions, LLC, 2300 Edinburg, Waterford, MI 48328 in a not-to-exceed amount of \$163,566.00 from budgeted funds in Account #204-463-818-114 (Maintenance) and increasing the overall contract amount for 23-J from \$1,601,803.67 to \$1,765,369.67 to close out the contract for the work performed.
- Approve an expenditure and payment in the amount of \$20,445.75 from budgeted funds in Account #204-447-818-102 (Engineering Consultant) to Anderson, Eckstein & Westrick, Inc., 51301 Schoenherr, Shelby Township, Michigan, 48315 for the additional construction engineering for the project, increasing their contract from \$200,226 to \$220,671.75.
- 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 take advantage of the unit pricing from Contract 23-J and to close-out this project, we respectfully request that the City Council approve the following:

- Approve a payment to Great Lakes Contracting Solutions, LLC, 2300 Edinburgh, Waterford, MI 48328 in a not-to-exceed amount of \$163,566.00 from budgeted funds in Account #204-463-818-114 (Maintenance) and increasing the overall contract amount for 23-J from \$1,601,803.67 to \$1,765,369.67 to close out the contract for the work performed.
- Approve an expenditure and payment in the amount of \$20,445.75 from budgeted funds in Account #204-447-818-102 (Engineering Consultant) to Anderson, Eckstein & Westrick, Inc., 51301 Schoenherr, Shelby Township, Michigan, 48315 for the additional construction engineering for the project, increasing their contract from \$200,226 to \$220,671.75.
- 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)

Great Lakes Contracting Solutions, LLC

Increase of \$163,566 with a not-to-exceed total of \$1,765,369.67

Anderson, Eckstein and Westrick, Inc.

Increase of \$20,445.75 with a not-to-exceed total of \$220,671.75

DETAILED WORK BEING PERFORMED

Completion of 2023 Concrete Maintenance/Selective Slab Program, Contract 24-J

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

\$163,566 from Account #204-463-818-114 (Maintenance)

\$20,445.75 from Account #204-447-818-102 (Engineering Consultant)

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

n/a

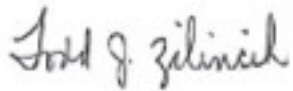
REASON TO WAIVE BID PROCESS (Emergency, Professional services, No advantage to City and

why, Consortium package, etc): n/a

ATTACHMENTS

1. CR 96-23
2. CR 97-23

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: November 16, 2023



Don Rohraff, Director of Public Works

Date: November 16, 2023



Michael Slater, Finance Director

Date: November 17, 2023



Paul Bernier, City Attorney

Date: November 17, 2023



Maureen Miller Brosnan, Mayor

Date: November 17, 2023

#096-23 RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 15, 2023, which bears the signatures of the Director of Finance, the Director of Public Works and the City Attorney, and is approved for submission by the Mayor, the Council does hereby accept the unit price bid of Great Lakes Contracting Solutions, LLC, 2300 Edinburgh, Waterford, MI 48328 for performing all work required in connection with the 2023 Concrete Road Maintenance/Selective Slab Program (Contract 23-J) on various concrete streets throughout the City of Livonia, at the unit prices bid for the estimated total cost of \$1,601,803.67, based upon the Engineering Division's estimate of units involved, and subject to a final payment based upon the actual units completed in accordance with the unit prices accepted herein, said estimated cost and unit prices having been in fact the lowest bid received for this item and meets all specifications; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$1,601,803.67 for the 2023 Concrete Road Maintenance/Selective Slab Program (Contract 23-J) from funds budgeted in Account No. 204-463-818-114 (Road, Sidewalk and Tree Fund – Maintenance) for this purpose; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract with the aforesaid company, approved as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution.

to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized for and on behalf of the City of Livonia to execute a contract with the aforesaid company, approved as to form and substance by the Department of Law, and to do all other things necessary or incidental to the full performance of this resolution.

#097-23 RESOLVED, that having considered the report and recommendation of the City Engineer, dated February 16, 2023, submitted pursuant to Council Resolution 336-21, which bears the signatures of the Director of Public Works, the Director of Finance and the City Attorney, and is approved for submission by the Mayor, to which is attached a proposed amendment to the engineering contract between the City of Livonia and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 for construction engineering services for the 2023 Concrete Road Maintenance/Selective Slab Program (Contract 23-J), the Council does hereby authorize the Mayor and City Clerk, for and on behalf of the City of Livonia, to execute the attached contract amendment between the City of Livonia and Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Road, Shelby Township, Michigan 48315 to provide construction engineering services for the 2023 Concrete Road Maintenance/Selective Slab Program (Contract 23-J), in an amount not to exceed \$200,226.00, said amount being based on the preliminary cost estimates and subject to adjustment based on the actual bids; FURTHER, the aforesaid proposal is accepted without competitive bidding pursuant to Livonia Code of Ordinances Section 3.04.140.E.2.b; FURTHER, the Council does hereby authorize an expenditure in an amount not to exceed \$200,226.00 from funds budgeted in Account No. 204-441-818-102 (Road, Sidewalk and Tree Fund) for this purpose; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties.

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

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

NAYS: None

Councilmember McCullough provided a report of the Capital Outlay and Infrastructure Committee meeting re: subject matter of the 2022 Facility Condition Assessment and Space Needs Assessment and indicated that it will remain in Committee. (CR 02-23)



LETTER TO THE LIVONIA CITY COUNCIL

23.

Engineering
November 30, 2023

MEETING DATE

R121323

PREPARED BY

Karen Worley, Secretary IV,

AGENDA ITEM

REQUEST FOR ADDITIONAL APPROPRIATION AND EXPENDITURE FOR GREAT LAKES CONTRACTING SOLUTIONS, LLC: Engineering Division, re: 2023 Sidewalk and Pavement Replacement Program - Water Main Breaks, Contract 23-F (CR 106-23)

BACKGROUND DETAILS

Pursuant to Council Resolution No. 106-23, adopted March 22, 2023, the City Council approved the award of a \$300,760.88 contract to Great Lakes Contracting Solutions, LLC for the 2023 Sidewalk and Pavement Replacement Program – Water Main Breaks, Contract 23-F.

Great Lakes Contracting Solutions, LLC completed Phase II locations that occurred in the fall of which required repairs to the concrete drive approach on the south side of 7 Mile Road located east of Merriman Road along with major roads on Farmington at Orangelawn, Eastbound Schoolcraft before Middlebelt, and Westbound Schoolcraft at Cardwell. These concrete repairs accounted for the additional amount to be paid based on established unit prices over and about the contract budgeted amount of \$300,760.88.

In order to take advantage of the unit pricing from Contract 23-F and to provide final payment for this project, we respectfully request that the City Council approve the following:

- Approve an additional appropriation and expenditure in the amount of \$49,563.44 from the unexpended fund balance of the Water and Sewer Fund (592) for Contract 23-F.
- Approve a payment to Great Lakes Contracting Solutions, LLC, 2300 Edinburgh, Waterford, Michigan 48328 in a not-to-exceed amount of \$49,563.44 and increasing the overall contract amount for 23-F from \$300,760.88 to \$350,324.32 to provide final payment on the contract for the work performed.
- 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 take advantage of the unit pricing from Contract 23-F and to provide final payment for this project, we respectfully request that the City Council approve the following:

- Approve an additional appropriation and expenditure in the amount of \$49,563.44 from the unexpended fund balance of the Water and Sewer Fund (592) for Contract 23-F.
- Approve a payment to Great Lakes Contracting Solutions, LLC, 2300 Edinburgh, Waterford, Michigan 48328 in a not-to-exceed amount of \$49,563.44 and increasing the overall contract amount for 23-F from \$300,760.88 to \$350,324.32 to provide final payment on the contract for the work performed.
- 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)

Increase of \$49,563.44 for a total new contract amount of \$350,324.32

DETAILED WORK BEING PERFORMED

Completion of the 2023 Sidewalk and Pavement Replacement - Water Main Breaks Program

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

\$49,563.44 from Account No. 592-158-000 (Construction in Progress)

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

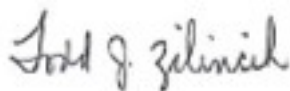
n/a

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

ATTACHMENTS

1. CR 106-23

APPROVED BY



Todd Zilincik, P.E., City Engineer

Date: November 30, 2023



Don Rohraff, Director of Public Works

Date: November 30, 2023



Michael Slater, Finance Director

Date: November 30, 2023



Paul Bernier, City Attorney

Date: November 30, 2023



Maureen Miller Brosnan, Mayor

Date: December 01, 2023

FURTHER, the Council does hereby determine to authorize the said purchase without competitive bidding inasmuch as the same is based upon the State of Michigan Contract Pricing Bid under Contract No. 071B6600111 for the new purchase, and such action is taken in accordance with the provisions set forth in Section 3.04.140.E.4 of the Livonia Code of Ordinances, as amended.

#106-23 RESOLVED, that having considered the report and recommendation of the City Engineer, dated March 2, 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 ("unit price bid") of Great Lakes Contracting Solutions, LLC, 2300 Edinburgh, Waterford, Michigan 48328 for completing all work required in connection with the **2023 Sidewalk and Pavement Replacement Program – Water Main Breaks (contract 23-F)** in an amount not to exceed \$300,760.88, based upon the Engineering Division's estimate of units involved, and subject to final payment based upon the actual units completed in accordance with the unit prices accepted herein, said cost and unit prices having been in fact the lowest bid received for this item, and to completing, at the City's option, all work required in connection with the 2024 Sidewalk and Pavement Replacement Program – Water Main Breaks (Contract 24-F) for the amounts set forth in the unit price bid; FURTHER, the Council does hereby appropriate and authorize an amount not to exceed \$300,760.88 for the 2023 Sidewalk and Pavement Replacement Program – Water Main Breaks (Contract 23-F) from the Water and Sewer Construction in Progress Account No. 592-158-000 for this purpose; and the City Engineer is hereby authorized to approve minor adjustments in the work as it becomes necessary but this authorization does not entitle the City Engineer to authorize any increase in the not to exceed amount or to contract with other parties; and the Mayor and City Clerk are hereby authorized to execute a contract, approved as to form and substance by the Department of Law, for and on behalf of the City of Livonia with the aforesaid bidder and to do all other things necessary or incidental to the full performance of this resolution.

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

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

NAYS: None

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

